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VOL. L., No. 11.

The Solicitors' Journal.

LONDON, JANUARY 13, 1906.

** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

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Current Topics.

The Land Transfer Act and the Elections.

WE PUBLISH elsewhere a letter from an esteemed correspondent drawing attention to the necessity that solicitors should urge upon candidates the repeal of the compulsory provisions of the Land Transfer Act, 1897, or at least an inquiry into the working of the Land Transfer Acts. We have not heard of any steps being taken by the Council of the Law Society in this direction, although, after the Derby meeting, it was understood that they accepted the resolutions passed at that meeting. As our correspondent says, however, although the Law Society and the provincial law societies can do much, individual solicitors can do more. There is a special reason for exertion to be found in the fact that the present Lord Chancellor may be more amenable to arguments and facts than his predecessor. Our own view is that solicitors should aim at the repeal or non-extension of compulsion, rather than at an inquiry.

The Lord Justiceship.

IT IS now announced that Mr. MOULTON, K.C., has withdrawn his candidature for the Launceston Division of Cornwall, but that the report of his elevation to the post of Lord Justice of Appeal is "entirely unauthorized." As we ventured to point out last week, a vacancy is usually necessary before an appointment can be made.

The Lord Chancellor's Title.

WE HAVE at length the announcement in the *London Gazette* of the title which will henceforth appear as that with which every writ will be "tested"—Baron LOREBURN of Dumfries in the County of Dumfries. Next to the names of prosperous soap and pill makers, the title of the Lord Chancellor may probably be said to be the most extensively advertised designation in the United Kingdom. We have reason to believe that the new, and somewhat remarkable, title has not been chosen with the idea of indicating any revolutionary views with regard to legal lore.

The Hilary Lists.

THE APPEAL List shews an increase on that of a year ago; there were then 254 appeals, while there are now 275. At the commencement of the last sittings there were 303. There is little alteration in the numbers of the chief appeals from those in the

list at the commencement of the last sittings. The Chancery appeals have been reduced from 93 to 84, and the King's Bench appeals from 127 to 121. There were only 76 of these appeals a year ago. The Chancery Cause Lists shew 223 causes and matters, as against 217 a year ago. The energy of the judges of this division is shewn by the reduction of the lists from 324 at the commencement of the last sittings to the present number of 223. There are 26 company matters. There is a melancholy total of 927 causes in the King's Bench list, as against 849 a year ago and 947 at the commencement of the last sittings.

Destitute Aliens.

WE ALREADY read of attempts to evade the Aliens Act, 1905, some of which are illustrations of the statement in 1 Jac. 1, c. 15, that "frauds and deceits as new diseases daily increase." The Aliens Act, as is well known, gives power to prevent the landing of undesirable immigrants, and enacts that an immigrant shall be considered an undesirable immigrant if he cannot shew that he has in his possession, or is in a position to obtain, the means of decently supporting himself and his dependents. The Act, it will be observed, does not say anything which may guide the immigration officers in refusing leave to land to a stranger on the ground of want of means, and we understand that their practice has so far been to require the immigrant to take himself out of the Act by producing a small sum of money. It has now been discovered that, by the aid of the post office, a single sum of a few pounds may be made to cross the Channel many times, and each time in the purse of an otherwise penniless alien. We have great difficulty in seeing how this evasion of the Act can be prevented. The only consolation is that some degree of honesty must prevail among the immigrants who are parties to such a conspiracy.

Special Juries.

ANY ONE who has during the last few years referred to the lists of causes to be tried in the King's Bench Division cannot fail to have observed that the proportion to be tried by special juries is larger than was formerly the case. Special juries have not always been regarded with favour by those who have made legal procedure their study. Mr. JEREMY BENTHAM, in his essay on The Elements of Packing as Applied to Juries, speaks of special juries as instruments or engines contrived for the purpose of removing all checks on the power of the judge. He endeavours to prove this by shewing that the nomination of the special jurors is practically in the hands of the officers of the courts, and contends that the practice of paying a guinea to each juror, not for each day of service, but for each cause tried in the compass of that day, is calculated to destroy his independence. He speaks contemptuously of special jurors as "the guinea corps," or as being concerned and interested in "the guinea trade," and points to the eagerness with which applications are made by different persons to be put upon the special jury list. Mr. BENTHAM, in short, regards the institution of special juries as the removal of a check on the arbitrary power of judges. It is difficult to imagine his surprise if he had lived to see cases tried, with the consent of the parties, by a judge without a jury, and had witnessed the strong unwillingness to serve on trials of many of those who are on the special jury list.

Acknowledgments of Title.

UNDER THE Statutes of Limitation a new period begins to run from the time when an acknowledgment of title or an acknowledgment of a debt charged on land is made; but under section 14 of the Real Property Limitation Act, 1833, relating to title to land, the acknowledgment must be made to the person entitled to the land or his agent, and under section 8 of the Act of 1874, relating to money charged on land, it must be made to the person entitled to the money or his agent. In *Blair v. Nugent* (3 Jo. & Lat., at p. 677) Lord St. LEONARDS observed that in construing these requirements the court has not restricted itself within narrow limits. "If it be made in a schedule, an affidavit, or an answer, it is sufficient, although it may be said that in those cases it is made to the court, and not to the party. The decisions are, I think, right; they proceed upon a liberal, but yet a fair and just, construction of the

statute." This liberality, however, was not wide enough to cover the instrument which was put forward as an acknowledgment in the recent case of *Hervey v. Wynn* (ante, p. 94). A mortgage for £4,000 was created in 1875, and two further charges for £300 and £700 were given in 1879 and 1880. Receipts for interest on the first sum were given from 1875 to 1879, though no interest was in fact paid, and apparently it was not the intention of the mortgagee that any interest should be paid. The mortgagee became of unsound mind, and upon a summons in lunacy issued by his daughters, a statutory declaration was made by the mortgagor in which the loans of £4,000, £300, and £700 were stated. Reliance was placed upon this in the present action, in which the mortgagee's executor sought to enforce the mortgage and charges, as being an acknowledgment of the debt, but SWINFEN EADY, J., observed that it was given to the daughters of the mortgagee, and not to him or his agent, and he held that it was insufficient. In *Trulock v. Robey* (12 Sim. 407) an acknowledgment given by a mortgagee in possession to the grandfather of the infant heiress of the mortgagor was held to be given to him as agent. "It is not necessary," said SHADWELL, V.C., "to make a person an agent, that he should have actual authority to act. It is quite sufficient that the grandfather acted as the agent of his grandchild; and that she, when she came of age, adopted what he had done on her behalf." In the present case, however, the element of ratification was lacking, nor was the statutory declaration made with the intention of giving an acknowledgment. For this, among other reasons, the action failed.

The Conversion of Irredeemable Debenture Water Stock.

THE MAGNITUDE of the operations whereunder there is now pending, in accordance with the recent circular letter of the Metropolitan Water Board, a conversion, or option of conversion, into Metropolitan Water Stock (A) of all the ten irredeemable debenture stocks originally created and issued by the several metropolitan water companies, and the fact that such irredeemable stocks are very largely held upon trust, should now be drawing the particular attention of numerous bodies of trustees throughout the country to their duties and powers in connection with the conversion. Where trustees are not expressly precluded from accepting such an investment, reliance can be placed on section 17, sub-section 4, of the Metropolitan Water Act, 1902, by which it is provided that water stock, defined by the Act, shall be included among the securities in which a trustee may invest under the powers of the Trustee Act, 1893. It will, however, be remembered that the last-mentioned Act does not apply to a trustee who is "expressly forbidden by the instrument creating the trust" to make any particular investment, and it is well settled that he is so forbidden by the use in his trust instrument of the common words "but not in any other mode of investment," if the particular investment is not previously specified. Such a trustee must, as to the water stock in question, look to his trust instrument, and to that alone, and it may be well to utter a warning note with regard to two common forms of investment clauses which authorize investment in the "preference stock" of "a corporation paying a dividend on its ordinary stock at the time of investment," or of "a corporation which has for ten years last prior to the date of investment paid a dividend of not less than five per cent. upon its ordinary stock." The new stock may be technically "preference stock," and the Metropolitan Water Stock B, which has already been issued by the Water Board Corporation to the various water companies as part consideration for the transfer of their undertakings, may be "ordinary stock," but this latter is of course of too recent creation to have paid a ten years' dividend at all. It may, however, probably be said to be "paying a dividend" within the former of the above clauses, although a similar phrase in *Consterdine v. Consterdine* (10 W. R. 727, 31 Beav. 330) was held to apply to not any, but a fixed, dividend only. That case can, however, probably be distinguished, as the dividend-paying security there was one in which the trust funds were actually to be invested, and not one, as here, which is made the index of value of a preferential stock. Without anticipating similar questions which may arise on other forms of investment clauses, enough has been said to shew that trustees of any irredeemable debenture water stock now subject to conversion would do well

to consider their position, and they should do so at an early date, as transfers of the old irredeemable stocks will be impossible after the 1st of March next, as from which date conversion is made imperative.

The Charing Cross Disaster.

THE FINDING of the coroner's jury at the inquest on the men killed by the fall of the roof of Charing Cross Railway Station calls renewed attention to the subject of undiscoverable flaws in steel, and the legal liability for accidents arising from such flaws. No one who reads the evidence given at the inquest can doubt that the accident was due to one of these mysterious flaws which have given railway companies so much trouble. It has been proved again and again, by the evidence of the most experienced and trustworthy witnesses, that in the manufacture of steel flaws will occur against which no degree of care can guard, and which no tests which can reasonably be applied are sufficient to discover after manufacture. Where such a flaw is the whole cause of an accident, it is clear that no action which depends on proof of negligence ought to succeed. Where the person responsible for the thing which has broken cannot be proved to have either done anything which he ought not to have done, or left undone anything which he ought to have done, there can be no negligence. Hence, in the case of *Readhead v. The Midland Railway Co.* (L. R. 4 Q. B. 379), where the plaintiff was injured through the breaking of a tyre owing to the existence of one of these flaws, it was held that the company were not liable, for a railway company are not insurers of their passengers' safety, nor do they warrant the soundness of their rolling stock, and they are only liable for injury to a passenger where negligence can be proved. We have no desire at all to comment on the legal liability of the company for the fall of the Charing Cross roof, especially as the question of such liability will probably come before the courts. It is quite possible that the company may be under liabilities to injured persons quite irrespective of any proof of negligence. But if the issue of negligence is laid before a jury in an action, such issue should be decided in favour of the company by any jury who take the same view of the facts as was taken by the coroner's jury, and which was supported by the evidence of some of the most eminent engineers of the day. The existence of a flaw which cannot be discovered by the ordinary and reasonable tests cannot be construed as evidence of negligence. In many cases railway companies have endeavoured to resist claims on the grounds which were successful in *Readhead's case*. In many of these cases no doubt there was in fact no actual negligence. The difficulty, however, is to induce a jury to find upon the evidence that the flaw was not capable of discovery. An overwhelmingly strong case must be established before a jury will accept this defence, and it is probably in the best interests of the public at large that this should be so; for if it were easy to establish such a defence, carelessness in testing steel would be encouraged. Hitherto the defence has been raised where the defect was in rolling stock and the injured persons were passengers. It remains to be seen what will be decided where the defect is in a building and the injured are strangers.

Priority as Between Debentures and Garnished Debts.

QUESTIONS of priority between debenture-holders and judgment creditors have frequently arisen in recent years, and another interesting decision on the subject has been given by WARRINGTON, J., in *Norton v. Yates* (ante, p. 95). The strength of the debenture-holders' position lies in the fact that they have a charge on all the assets of the company, and this must prevail against subsequent rights, except as to assets which have been properly disposed of by the company while the debentures still continue to be a floating charge. And hence it has been held that an execution creditor cannot by levying execution oust the rights of the debenture-holders. "The rights of the execution creditor," said Lord RUSSELL, C.J., in *Davey & Co. v. Williamson & Sons* (46 W. R. 571; 1898, 2 Q. B. 194), "are subject, not only to the legal, but also to the equitable, rights of the debenture-holders. The sheriff cannot merely by seizing affect the rights of third persons to which property was subject when in the hands of the debtor." In the present case of *Norton v. Yates* the judgment creditor had, on the 17th of

January, 1905, served garnishee orders *nisi* on debtors of the company, and on the 19th of January a receiver was appointed in a debenture-holders' action. Subsequently the garnishee orders were made absolute and the debtors paid the money into court. Had the garnishee orders operated to transfer the debts from the company to the judgment creditor, it would still have been a question whether this was a disposal of assets of the company while the debentures were a floating charge which would have taken them out of the debentures. In *Robson v. Smith* (43 W. R. 632; 1895, 2 Ch. 118) the garnished debt was paid over to the judgment creditor before the debenture-holder had taken steps to enforce his security, and it was held that his charge had been displaced. In the present case there was, prior to the appointment of the receiver, merely the garnishee order *nisi*, and it has been held that such an order, even when absolute, does not transfer the debt to the judgment creditor. "It is not," said COTTON, L.J., in *Combined Weighing, &c., Machines Co.* (38 W. R. 67, 43 Ch. D. 99), "an assignment of the debt due by the garnishee to the debtor of the garnishee; it merely gives the garnishee a lien upon that debt." This being so, the lien is necessarily subject to the already existing charge of the debenture-holders, and accordingly in *Norton v. Yates* (suprd) WARRINGTON, J., held that the receiver was entitled to the money in court in priority to the judgment creditor.

Judges in Public Conveyances.

UPON THE trial of an officer by court-martial in the United States, it appeared that the charge was founded upon the following facts: The defendant, after taking his seat in a theatre, discovered that his immediate neighbour was one of his non-commissioned officers. Being dissatisfied with this arrangement, he requested the non-commissioned officer to change his seat and move to another part of the theatre. The court considered that he had treated an inferior officer in an unbecoming and disrespectful manner and was liable to a severe reprimand. The case is an illustration of the tendency of the great Republic to maintain the doctrine that all citizens are equal in the eye of the law, and we have often heard that judges, on and off the bench, are addressed in a more familiar fashion than is prevalent in this country. It may, indeed, be doubted whether the English bench is able to maintain the same reserve which was one of its characteristics little more than a century ago. One of the first members of the Court of Appeal, upon being told by a distinguished Indian civilian that the railways in India had tended to diminish the influence of caste, said that the English railways had had a similar effect. The judge who presides at a criminal trial attired in his robes of office cannot expect to be regarded with the same reverence when he hurries to his seat in one of the "tube" railways. But the judge's carriage is not always available, and it is doubtful whether it would convey him through the crowded streets of London with the same speed as an electric train. And if the judge maintains his dignity—as we have no doubt that he does—while travelling by the republican conveyance, there is little cause for complaint. We have even heard of learned judges being seen jumping into omnibuses in Oxford-street.

Circumstantial Evidence.

SIR M. GRANT DUFF, in his Notes from a Diary, gives us a story of Lord DENMAN, from which it appears that, having received a parcel of wine, Lord DENMAN ordered that part of it should be sent as a present to an old friend. Luckily, just before the present was received, it was discovered that the butler had put it into bottles which contained poison. Lord DENMAN is reported to have said: "If a similar state of facts, resulting in a charge of wilful murder, had been brought before me after I became a judge, I should certainly have recommended the jury to bring in a verdict of guilty, for the bottles sent to my friend were all poisoned, while those kept for my own use were all in good condition; and the motive for the crime would have seemed perfectly clear, since he had made a will in my favour and I was aware of the fact." This story is referred to in a magazine, which adds, "the dangers of circumstantial evidence were surely never more strikingly exemplified." We cannot but think that there is some inaccuracy in the report of what Lord DENMAN is supposed to have said.

The learned Chief Justice could not have meant that, where the evidence is consistent either with an accident or an attempt at murder, the presumption is in favour of the crime. Cases are, we are afraid, common enough where one member of a family receives poison from another who believes that it is medicine. Inquests are held, and the explanation of the unfortunate person who made the mistake is accepted without any difficulty. Can it be supposed that, if it were shown that he would become entitled to property on the death of his relation, there would be sufficient ground for sending him to trial for murder? It is easy to exaggerate the dangers of circumstantial evidence. Presumptions vary with the nature of the particular case, and juries are seldom or never without proper guidance as to the inference to be drawn from the facts proved before them. The necessity of admitting circumstantial evidence is more obvious in criminal than in civil cases, inasmuch as in the former there is greater difficulty in proving the matter charged by direct testimony.

The Bar as a Sociable Profession.

WAS THE bar a more sociable profession sixty years ago than it is at the present day? asks a correspondent. Much criticism of our legal practitioners is to be found in the old books, but their life is not described as solitary or unsociable. In an essay by Sir JAMES STEPHEN, the father of the late judge, he makes an imaginary character, to whom he ascribes the authorship of *The History of Enthusiasm*, describe the life of barristers as one of "rude familiarity, of bitter jealousy, and of ceaseless gossip." We hope this description could never have been accurate, but the changes which have taken place in the life of barristers during the last thirty years have certainly tended to withdraw them from each other's society. Those who can carry their memory back to the days before 1883 will remember that Westminster Hall was a promenade for barristers, employed or unemployed, many of whom walked together on their return to the Temple; and that the circuits collected twice a year a number of barristers, who took walks, dined, and spent the evenings with each other in a manner which reminded some of them of early days at their university. The times are changed. The barrister who attends court, being nearer to his chambers, is tempted to hurry back to them with the least possible delay; there is no suitable or regular promenade, and so large a proportion of those who practice at the assizes belong to the local bar that there is no longer the same cohesion between the different members of a circuit. These changes were probably inevitable, but there are reasons why they should be regretted by those who have a pleasant recollection of days before the Judicature Acts.

Difficulty in the Performance of Contract.

THE CASE of *Watson v. Charlesworth* (1905, 1 K. B. 74) came before the House of Lords on the 23rd of November, on appeal from the Court of Appeal. It was one of those cases which from time to time occur in which the defendants, having incurred an obligation without making any provision for difficulties which may supervene in fulfilling it, argue in favour of what they call a reasonable construction of their obligation, and contend that they ought not to be required to perform it when it has become commercially unprofitable. In *Watson v. Charlesworth* the defendants had entered into a mining lease by which such part of a seam of coal as lay under land of the lessors was demised to them for a term of years at an annual royalty, and they covenanted that they would at all times during the term fairly, duly, and honestly win, work, and get the whole of the seam in a proper and workmanlike manner. Owing to difficulties in working, it was found to be impossible to work the coal without heavy pecuniary loss, and the defendants therefore abandoned the undertaking, and must be taken to have acted prudently in doing so. The House of Lords, affirming the decision of the Court of Appeal, held that there had been a breach of the covenant, saying that the defendants asked for construction which would give them an option whether they would work or not. Their lordships declined to say what their decision would have been if the covenant had been so drawn as to be open to more than one interpretation. A different decision would point out a new way of disclaiming an unprofitable lease.

Mr. Choate's First Fee.

MR. JOSEPH CHOATE, for some years American ambassador in this country, told recently, in an after-dinner speech before the Bar Association of the City of New York, the story of his first fee. It was when he was in a law office in Boston with Mr. SALTONSTALL. "Two farmers from Vermont had had two carloads of potatoes frozen, and the question arose, was the loss of the potatoes the act of God or the act of the railway company?" It was too much for SALTONSTALL, and he said, 'Here's CHOATE, the case will be about right for him.' By some chance the jury decided that the railway company was responsible, and I was then asked to name my fee. This was an entirely unknown realm to me, and accordingly I told them that three dollars would do. They said that they had talked it over on the way down to Boston, and had come to the conclusion that one dollar a carload would be enough, and I took it with pleasure. I am delighted to say that this moderate measure of compensation I always afterward followed." We are not sure that we fully understand the principle adopted by the distinguished American lawyer. Would he recommend the practitioners in our county courts, who communicate directly with their clients, to charge two-thirds of the amount which they themselves think reasonable? Something may possibly be said in favour of such a recommendation, but it is not likely to be favourably received.

Roadside Wastes.

THE judgment of WARRINGTON, J., in the recent case of *Offin v. Rockford Rural District Council* (ante, p. 157) affirms the presumption that, in the absence of special circumstances, the whole width of a road lying between fences is comprised in the public highway, notwithstanding that a part of it only is metalled. In *Reg. v. United Kingdom Electric Telegraph Co.* (10 W. R. 538, 6 L. T. 378) CROMPTON, J., enunciated the result of the earlier cases as follows: "Taken altogether I think it comes to this, that *prima facie*, when you look at a highway running between fences, unless there is something to shew the contrary, the public have a right to the whole and are not confined to the metalled part of it." But this is only a *prima facie* rule, and the view that it is not universal was forcibly put by Lord RUSSELL, C.J., in the Court of Appeal in *Neeld v. Hendon Urban District Council* (81 L. T. 405): "It seems to me very difficult to give assent to such a general proposition as this, that under all conditions, where you find a metalled road bordered by unmetalled margins, and beyond the margins by hedges, there is an invariable presumption that all the space between the hedges is highway. The question whether such a space is all highway would depend to a great extent, I think, on many other circumstances, such, for instance, as the nature of the district through which the road passes, the width of the margins, the regularity of the line of the hedges, and the levels of the land adjoining the road."

In that case, on the one side of a metalled road, which was a public highway, was an irregular-shaped piece of land, formerly part of the waste of a manor, and beyond it there was an ancient hedge inclosing private property. On the other side of the road was another ancient hedge. Between 1864 and 1884 various acts were done by the lord of the manor and by one of the copyholders upon or with reference to this piece of land. In the former year the copyholder, by the lord's licence, dug up and carried away several cartloads of soil from the surface of the land. In 1872 the lord granted a licence to inclose the land, and he admitted the copyholder as tenant. In 1874 the copyholder inclosed the land, and, with the assistance of the surveyor of the highway board, he erected a fence by the side of the metalled road at a distance of 15 feet from the centre. In 1880 the lord enfranchised the land, and in 1884 the fence, which had fallen into decay, was restored. In accordance with the maxim "Once a highway, always a highway," none of these acts would have prejudiced the rights of the public had such rights ever extended over the land in question, and in 1897 the defendant council threw down the fence, alleging that it was an obstruction to the highway. It

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should be added that the piece of land was about 150 feet in length and 30 feet in breadth at its widest part, and that the width of the land between the two ancient hedges varied from 33 feet to 74 feet. CHANNELL, J., decided against the council, mainly upon the ground that, since the existence of public rights over the land was doubtful, effect must be given to the length of time during which the inclosure had been acquiesced in. "Although," he said, "highway rights existing in 1874 could not be lost by acquiescence or lapse of time, nevertheless when the existence of highway rights is a matter of doubt, the fact of this inclosure being made and acquiesced in for upwards of twenty years is evidence, I think, that the highway rights did not exist at the time of the inclosure, and is evidence of so strong a character that it requires very strong evidence the other way to get over it." Stress was laid upon this point also in the Court of Appeal, but it was further pointed out that the case was excluded from the rule in *Reg. v. United Kingdom Electric Telegraph Co.* (*suprd*) by the fact that the land was waste of a manor. In explaining the rule VAUGHAN WILLIAMS, L.J., observed: "The fences may *prima facie* be taken to have been originally put up for the purpose of separating land dedicated as a highway from land not so dedicated. But in the case of the waste of a manor there is another obvious reason for which fences may be put up—namely, to separate the adjoining closes from the waste."

In *Countess of Belmore v. Kent County Council* (49 W. R. 459; 1901, 1 Ch. 873) the roadside land there in dispute was not part of the waste of a manor, but there was a considerable body of evidence that private rights had been exercised on the land which were inconsistent with public rights. COZENS-HARDY, J., seems, indeed, to have thought that the *prima facie* rule as to the land between the fences being highway had been shaken by *Neeld v. Hendon District Council* (*suprd*). After quoting from the judgment of Lord RUSSELL, C.J., he said: "Applying the principles laid down by the late Lord Chief Justice, I think there is no presumption of dedication up to the old fence, or that, if there is any presumption, it is rebutted by the surrounding circumstances and by the evidence." The strip of land lay on the west of a metalled road. It was about 300 feet long and about 50 feet wide at the broadest part, tapering off to nothing at each end. The adjacent land was a farm, of which the plaintiff, the Countess of BELMORE, was tenant for life in possession, and the co-plaintiff was her tenant. There was an old hedge between the strip and the farm, and there was a similar strip on the east side of the road. The evidence shewed that the land had been used, *inter alia*, for grazing cattle, and had been occasionally inclosed by hurdles for this purpose. The result of the evidence as a whole was, said COZENS-HARDY, J., that, as far as living memory went, the plaintiff and her predecessors in title had used and enjoyed the strip in such a manner and to such an extent as the nature of the strip permitted, and had exercised acts of ownership inconsistent with public rights. Accordingly, as just stated, the presumption that the land was included in the highway, if there was such a presumption, was rebutted.

But in *Harvey v. Truro District Council* (52 W. R. 262; 1903, 2 Ch. 638) JOYCE, J., denied that there had been any unsettling of the old rule which he re-enunciated as follows: "In the case of an ordinary highway running between fences, although it may be of a varying and unequal width, the right of passage or way *prima facie*, and unless there be evidence to the contrary, extends to the whole space between the fences, and the public are entitled to the whole of it as a highway, and are not confined to the part which may be metalled or kept in order for the more convenient use of carriages or foot-passengers." And the learned judge pointed out that in *Neeld v. Hendon District Council* (*suprd*) the land was formerly waste of a manor, and that *Countess of Belmore v. Kent County Council* (*suprd*) was a decision on the particular facts. In *Harvey v. Truro District Council* the old fences on either side of the road were regular and continuous, though the distance between them was not perfectly uniform. The plaintiffs' land adjoined one side of the road, and between the metalled road and the plaintiffs' fence was a strip of roadside waste. Between 1885 and 1903 the plaintiff and his predecessors in title exercised various acts of ownership over the ground, and for a part of

the time it was inclosed, but, as JOYCE, J., pointed out, these acts could not prejudice the public rights if the land was part of the highway in 1885. "If," said the learned judge, "this dispute had arisen and the action had come on to be tried in 1885, there would not, in my opinion, have been any evidence whatever to rebut the presumption that all the ground between the fences of the road at the place in question had been dedicated as a highway. It is an established maxim that once a highway always a highway. The public cannot release their rights." And subsequently: "Even uninterrupted possession for the seventeen years before the present dispute began would not and could not have legalized the encroachment." Nor, he added, would actual consent by the highway authority have legalized that which was otherwise illegal.

In the present case of *Offin v. Rochford District Council* (*suprd*) a farm was intersected by a public road. The farmhouse adjoined the road on the east side, and on the south of the farmhouse and adjoining the road was a triangular piece of land, about half an acre in extent, open to the road on one side, but separated from the farm on the other two sides by hedges and a gate. This piece of land had been included in the conveyance of the farm to the plaintiff in 1902, and in 1904 a purchaser from the plaintiff inclosed it, but the defendant council broke down the fence. It was suggested that the piece of land once formed an ancient close with the land lying on the other side of the road, and that the road was made through the close. This would account for the position of the fences. But WARRINGTON, J., held that the supposition was not supported by the evidence, nor were any of the acts of ownership which were proved to have been exercised over the land inconsistent with its being subject to a public right of way. Like JOYCE, J., he declined to allow that the settled rules as to the presumptive inclusion of roadside strips in the highway had been shaken by *Neeld v. Hendon District Council* (*suprd*) or *Countess of Belmore v. Kent County Council* (*suprd*). *Prima facie* there was a presumption that the hedges were originally put up to separate the land which was dedicated from that which was not dedicated, and, there being no evidence to rebut this presumption, the conclusion was that the strip of land formed part of the highway. This decision, following that in *Harey v. Truro District Council* (*suprd*), will encourage local authorities in the exercise of their statutory powers to prevent encroachments upon roadside wastes.

The Obligations of Charterers.

THE judgments delivered in the House of Lords in *Arden Steamship Co. (Limited) v. Andrew Weir & Co.* (1905, A. C. 501) contain an important statement of the rule with respect to the obligation of the charterer of a ship to have a cargo ready for the ship at the time appointed for her to load. "I am not aware," said Lord BLACKBURN in *Postlethwaite v. Freeland* (5 App. Cas., p. 619), "of any case contradicting the doctrine that, in the absence of something to qualify it, the undertaking of the merchant to furnish a cargo is absolute." But there is something to qualify this obligation where the charter-party specifies the source from which the cargo is to come, and then the charterer is excused for delays consequent upon the failure of that source. In *Harris v. Dreesman* (23 L. J. Ex. 210) the charter-party provided that the ship should proceed to a particular colliery and there take on board for the charterers a cargo of coal. Owing to an accident to the engine at the colliery, of which the parties knew before the charter-party was signed, the ship was delayed in getting her cargo, and it was held that for this delay the charterers were not answerable. Illustrations of this principle are afforded by the recent cases of *Barquis Quilpué (Limited) v. Brown* (1904, 2 K. B. 264) and *Jones (Limited) v. Green & Co.* (1904, 2 K. B. 275), which related to the loading of coal at Newcastle, New South Wales, to be supplied from specified collieries. "Here," said VAUGHAN WILLIAMS, L.J., in the latter case, "the source from which the coal was to come was expressly defined, and, that being so, it seems to me impossible to lay down an absolute rule that the charterer undertakes an unqualified obligation to have

the cargo ready whenever it may reasonably be expected that there will be a berth for the ship if the cargo is ready."

Such being the rule as to the charterers' obligation to be ready with a cargo, and the recognized qualification of it, it has been suggested that it was shaken by passages in the judgments of Lord HALSBURY, C., and Lord HERSCHELL in *Little v. Stevenson & Co.* (1896, A. C. 108). There it was provided by the charter-party that the ship *The River Ettrick* should proceed to a specified port to load a cargo of coal, and that the master should give notice to the charterers when the ship was berthed and ready to load. She arrived at the port on the 19th of October, 1893, and her arrival was wired to the charterers, but in consequence of the crowded state of the docks she was not allowed to enter. On the 21st of October a berth was vacant in consequence of the cargo of an earlier arrived ship not being ready, but the cargo of *The River Ettrick* was also not ready. Eventually she was docked on the 26th and sailed with her cargo on the 28th of October. The shipowner claimed damages by way of demurrage for the detention from the 21st of October until the time when the cargo was ready, but his claim was rejected by the House of Lords. Lord HALSBURY, after referring to the possibility that the vessel might have been allowed to enter the dock on the 21st, if a cargo had then been ready for her, said: "That is the proposition of fact. The proposition of law is that a merchant must be always ready with his cargo at all times and in all places and under all circumstances to take advantage of any such contingency if it should arise. There is not a fragment of authority for any such proposition." Similarly, Lord HERSCHELL, after pointing out that, in ordinary turn, the ship would not have been berthed till the 26th, though, owing to the accident of a prior vessel's cargo not being ready, she might have got in on the 21st, said: "The question is whether on these mere facts there was an obligation on the part of the charterer to have the cargo on the quay so that the vessel might have been berthed on the 21st. It is alleged that the obligation existed in point of law, that at all ports, under all circumstances, however unreasonable it might be to anticipate such a contingency, however deficient the quay might be in the means necessary for storing, or protecting, or preserving cargo, whatever difficulties there might be, in short, that was an obligation always resting on the shipper. No authority has been cited for that proposition, and I am of opinion that such a construction of the shipper's obligation would be altogether unreasonable."

The principle appears to be, not that the shipper must have his cargo ready at any time when the ship may by possibility be ready to receive it, but that he must have it ready when, in the ordinary course of business at the port, the ship will be ready. The present case of *Ardan Steamship Co. v. Andrew Weir & Co.* (*supra*) was concerned, like *Barque Quilpué v. J. & A. Brown and Jones v. Green & Co.* (*supra*), with the loading of coal at Newcastle, New South Wales. By a charter-party dated the 30th of May, 1900, the steamship *Ardansteary*, of which the plaintiffs were the owners, was chartered by the defendants to proceed to Newcastle and load a cargo of Australian coal. By the custom of the port a vessel is not allowed to occupy a loading berth until she has received a loading order from a colliery. These orders are issued in turn, and there are no facilities for storing coal at the port. The ship arrived on the 14th of July, 1900, and was ready to load, but there was no cargo for her till the 13th of August, and then not enough. She was twice removed from her berth, because the loading was interrupted, and her loading was not completed till the 23rd of August. The shipowners claimed damages for the detention of the vessel owing to the delay in providing a cargo, and this claim was allowed by the House of Lords. With reference to the suggestion that the charterer's obligation to supply a cargo had been lessened by *Little v. Stevenson & Co.*, Lord HALSBURY said: "I am very sorry if any observations of mine or of the late Lord HERSCHELL have been supposed to throw any doubt upon so well recognized a principle of commercial law as that a merchant is under an absolute obligation to supply the cargo." The observations in that case were in fact prompted by the circumstances of the particular case. "I think," said Lord DAVEY, "that what was there laid down must be read with regard to the facts of that case, and that all that was meant was that the shipper's or charterer's obliga-

tion is only to have his cargo ready when the ship is ready to receive it in ordinary course, and that he is not bound to be prepared for a contingency or fortuitous circumstance not contemplated by either of the parties."

This being the full extent of the qualification introduced by *Little v. Stevenson* (*supra*), there was nothing to exclude the application of the ordinary rule in the present case. The charter-party did not provide for the coal coming from a particular colliery so as to bring the case within *Harris v. Dreesman* (*supra*). The providing of the cargo was left entirely to the charterers, and the delay was due to their not being ready with it. "Difficulty in obtaining a cargo," said Lord Low in *Gardiner v. Macfarlane* (20 R., p. 421, *n.*), in a passage quoted by Lord DAVEY, "on account of the output at the colliery which the charterers had selected being restricted, is a matter with which the shipowners are not concerned, and the consequences of any delay arising therefrom must fall on the charterers." Had the charter-party provided, as in *Barque Quilpué v. Brown* (*supra*), that the ship should load in colliery turn, the result would have been different, but there was nothing in the charter-party which had this effect. The delay was due, in Lord DAVEY's words, "to the default of the respondents in not providing the cargo when the ship was ready to go on the berth to receive it," and they were accordingly liable for the delay.

Reviews.

Election Law.

THE LAW OF PARLIAMENTARY ELECTIONS AND ELECTION PETITIONS. By HUGH FRASER, Barrister-at-Law. Butterworth & Co.

WARD'S PRACTICE AT PARLIAMENTARY ELECTIONS AND THE LAW RELATING THERETO; WITH AN APPENDIX OF STATUTES. THIRD EDITION. By S. G. LUSHINGTON, Barrister-at-Law, assisted by F. J. COLTMAN, Barrister-at-Law. Butterworth & Co.; Shaw & Sons.

These books are published at an opportune moment, and each will serve its purpose in connection with the general election which is now in progress. Ward's Practice is a handy volume which may be commended to candidates, returning officers, and agents during the actual election; under its guidance it should be possible to avoid the numerous pitfalls which surround the aspirant to parliamentary honours and his satellites. It is concisely and clearly written, and as free from technicalities as the nature of the subject permits, while, on the other hand, the text of the material statutes can, if necessary, be referred to in the appendix. The specimens of ballot papers adjudicated upon in *Woodward v. Parsons* and other cases will be of practical advantage. The book does not profess to deal fully with the law and practice of election petitions.

Mr. Fraser's book is more ambitious and complete, and in the absence of a recent edition of Rogers on Elections, it may be expected to take a leading place amongst the text-books on the subject. In form it consists of articles containing propositions of law relating to various headings, followed by notes or dissertations in which those propositions are explained and supported by authorities. It is possible that the order and arrangement of the headings might have been improved upon, but, so far as the time at our disposal enables us to judge, the headings together comprise the entire subject, and with the aid of the index it is not difficult to find the passage dealing with the particular subject on which information is desired. The law is carefully stated, and the notes of the decided cases are full and accurate; on points of doubt the author often takes the wise course of quoting the material judicial opinions and refrains from attempting to lay down an absolute rule; as, for instance, in the passages where the vexed question of the time at which a candidature commences is discussed. There is a very full appendix of statutes: the conduct of election petitions, and the statutory rules and suggested precedents and forms relating thereto, form the subjects of other appendices, and in another the instructive case of *Woodward v. Parsons* is set out in full with the specimens of ballot papers dealt with therein.

Precedents of Pleadings.

BULLEN AND LEAKE'S PRECEDENTS OF PLEADINGS IN ACTIONS IN THE KING'S BENCH DIVISION OF THE HIGH COURT OF JUSTICE. WITH NOTES. SIXTH EDITION. By CYRIL DODD, K.C., and T. WILLIS CHITTY, Barrister-at-Law. Stevens & Sons; Sweet & Maxwell.

Pleadings are very different now from what they were in 1860,

when the first edition of the invaluable "Bullen and Leake" was published. Then, as a rule, the legal results of facts were pleaded rather than the facts; now the material facts themselves must be set out. It necessarily follows that established forms of words, such as are still rigidly followed in drawing indictments, are no longer, as a rule, applicable to pleadings in actions. The pleader, therefore, cannot now merely copy a form applicable to his case, but must draw his pleading according to the facts as stated in his instructions. It may, therefore, be said that precedents are not so necessary as they were formerly; and this is true to a great extent. It is most useful, however, to have a really reliable collection of forms. They cannot often be literally copied, but they can be altered and adapted to suit similar cases; they call to the pleader's mind the points he must deal with and the facts which must be set out, and they save a busy man a vast deal of time and trouble. This volume fully satisfies these requirements, and keeps up the great reputation of Bullen and Leake as the standard work on common law pleading. The names of the editors are a sufficient guarantee of the excellence of the notes and the accuracy of the forms. This edition deals with some important matters which it was not necessary to deal with eight years ago when the fifth edition was published. The *Taff Vale Railway case* has given rise to a large crop of actions to which trade unions are parties. Here we have some exceedingly valuable forms of pleading for use in such actions. As well as additions there are many valuable alterations and new notes in this edition. The book is well up to date and is one which no busy practitioner can afford to be without.

Books of the Week.

Parliamentary Elections and Election Petitions; with Suggestions on the Conduct and Trial of an Election Petition, Forms and Precedents, and all Statutes Bearing on the Subject. By HUGH FRASER, M.A., LL.D., Barrister-at-Law. Butterworth & Co.

The Law of International Copyright, with Special Sections on the Colonies and the United States of America. By WILLIAM BRIGGS, LL.D., D.C.L., M.A., B.Sc., F.C.S., F.R.A.S. Stevens & Haynes.

The Law of Trade-marks, Trade-names, and Unfair Competition; including Trade Secrets, Goodwill, the Federal Trade-mark Acts of 1870, 1881, and 1905, the Trade-mark Registration Acts of the States and Territories, and the Canadian Trade-mark and Design Act, with Forms. By JAMES LOVE HOPKINS. Second Edition. Chicago: Callaghan & Co.

Correspondence.

The Land Transfer Acts.

[To the Editor of the *Solicitors' Journal*.]

Sir.—It is to be hoped that solicitors will not fail to take advantage of the forthcoming election to press for the repeal of the compulsory clauses or, at least, for an inquiry into the working of the Acts.

The Law Society and the provincial societies can do much, but individual solicitors can do more. Each, before promising his vote, should require the candidate's promise to support an inquiry into the last.

A SOLICITOR.

London, Jan. 4.

Points to be Noted.

Company Law.

Deposit of Share Certificate to Secure Loan—Transfer of Shares to Another Person—Loans to Servants.—At p. 498 of 49 SOLICITORS' JOURNAL we referred to a decision of Farwell, J., that the usual note on a certificate of shares—to the effect that without production of the certificate no transfer of the shares can be registered—was not a contract or representation by the company, but only a warning to the shareholder to take care of his certificate. He held, also, that the company was not liable to the plaintiff for having registered the shares in someone else's name, but this decision was reversed by the Court of Appeal on the ground that on the facts the company was affected with notice. The Lords Justices, however, carefully refrained from expressing any opinion as to the soundness of the ruling of the court below as to the effect of the note on the certificate, so for the present the decision of Farwell, J., on this point must be taken to be the law. The only importance of the judgments of the Lords Justices is the holding that a company having power "to lend money and generally undertake such other financial operations as may be incidental or useful to the general business of the company" may lend money to a confidential

and faithful servant whose services it may be desirable to retain.—*RAINFORD v. JAMES KEITH & BLACKMAN Co* (C.A., June 6, 1905) (1905, 2 Ch. 147).

Conveyancing.

Investment Clause.—An investment clause in a will, after authorizing the investment of the trust funds in Government securities of Great Britain or India, or any British colony or any foreign state, or in mortgage securities in Great Britain but not in Ireland, proceeded "or in the capital stock of the Bank of England, or in the stocks, funds, and securities, not payable to bearer, of any corporation or company, municipal, commercial, or otherwise." A summons was taken out for the purpose of determining whether the trustees could invest in the stocks, funds, or securities of (a) any corporation or company formed or registered in the United Kingdom, but carrying on business abroad; or (b) any corporation or company formed or registered outside the United Kingdom. Both questions were answered in the affirmative. Assuming that a company, within the meaning of the clause, must be formed or registered in England, yet there was no ground for excluding such a company because it carried on business abroad. And, moreover, the clause was not restricted to English corporations and companies. The word "corporation" might, it was said, have been so limited, though it is not clear why this should be, for corporations are known abroad. But the word "companies" was not capable of such restriction, and would include any unincorporated association, whether here or abroad, so numerous as not to be fittingly described as a firm.—*RE STANLEY* (Buckley, J., Nov. 3) (54 W. R. 103).

Cases of Last Sittings.

High Court—Chancery Division.

WATERHOUSE v. WATERHOUSE. Buckley, J. 22nd Dec.

INJUNCTION—To RESTRAIN SON FROM ENTERING HIS FATHER'S HOUSE—REFUSED.

Action. The plaintiff in this case claimed an injunction to restrain his son from remaining or entering or otherwise trespassing upon his house and premises. The defendant made default in delivering his defence, and on the 16th of December the plaintiff moved for judgment, but his lordship refused to make any order. Leave was obtained to mention the case again, for the purpose of ascertaining whether, as his lordship said that he would make no order, the action was dismissed or the order should be drawn up.

BUCKLEY, J.—I purposely said that there was to be no order on the motion. This action was before me last Saturday as a short cause, and I am glad that it has been again mentioned, as, from circumstances which have happened since I disposed of the case, I am led to believe that the parties concerned have failed to understand both the procedure under which the judgment was pronounced and also the effect of the judgment itself. The action came on as a motion for judgment in default of defence. In that procedure the court proceeded on the footing that the facts that the plaintiff alleged, and the defendant had not denied, were true. No evidence was adduced, and beyond the facts taken to be admitted the court knew no facts. The substance of the allegations was that the defendant was the son of the plaintiff, and was thirty-five years of age; that he was a qualified architect, but declined to do any work or earn his own living, and that his father had offered him an allowance for his maintenance away from home, and had forbidden him to reside with him or to enter his house. The son, however, insisted on entering and residing in the house contrary to his father's wishes and at his father's cost. The plaintiff said that he had found it impossible to prevent the son from entering his house and asked for an injunction to restrain the son from remaining in or entering his house. On these facts—the only facts before me—I made no order. An injunction to restrain a trespass is not a matter of course. Supposing a man entered another man's house, or having paid for a seat in the pit of a theatre, insisted on forcing himself into the stalls, the proper remedy is a much simpler course than an application to the court for an injunction. For aught I know the plaintiff in this case may be entitled to a remedy elsewhere, if he has a case, but an injunction is a formidable weapon to be used only when justified by such a state of facts as brings the matter within the principles well established in this court which justify its application. In certain circumstances an injunction restraining the defendant, even though he was the plaintiff's son, would be right, but the facts alleged in this case are far from justifying an order that a son should not enter his father's house. The duty of a father towards his son does not come to an end when, by reason of his attaining his majority or a riper age, he might be properly called upon to provide for himself. Even when a child is an infant the parent's duty to provide maintenance and education is of imperfect obligation, and whether in a court of law or of equity its direct enforcement may be difficult or impossible. But the duty arising from the relation existing between parent and child, whether directly enforceable or not, is a duty of which the parent can in no circumstances divest himself—the duty is not confined to providing maintenance in infancy or any other time. It is a duty so to conduct himself in all respects towards his child as is

right in him, he being his father. The court, for many purposes, deals with questions between parent and child in a manner different from that which would be applied as between strangers in blood. As between father and son, the court regards not only obligations which were merely enforceable, but those which were not merely legal, but might be called moral. A son might by his misconduct render it very difficult for a father to discharge his parental duties. But the duty remains. The son also has his duties, and the father is entitled to use every legitimate means to ensure the performance of those duties by the son. But no misconduct on the son's part will abrogate the duty of the father. Though there might be a case (as for discharge of his duty to others) in which a father might be entitled to forbid his son to enter his house, the court will never, except in very grave circumstances, make an order which would have the result of severing father and son. There are no facts alleged here upon which I should consider it right in this case, even if it could be right in any case, to make an order the result of which would be that if the son came to see his father, the latter might apply to the court to commit the son to prison for breach of an injunction. To use every legitimate means to induce or to even drive a man to conduct himself as a good son and as a citizen is, of course, right. But this is not a result which can be achieved by injunctions of this court. The forces to be employed are those of education, example, influence, and guidance from childhood and throughout life. These are matters in respect of which a father always owes the duty of a father to his sons. Apart from other considerations, it would be strange if a court of justice were to intervene with an order cutting off the son from his father. But for the circumstances which I have referred to above, I should have thought it quite unnecessary to point out that in making no order I am not affirming that the adult son is entitled to insist that his father shall provide him with lodgings and food in his (the father's) house, or to compel the father to maintain him either there or elsewhere. I made no order, not because the son has any such rights as these, but because the father is not entitled to the order which he asked. The plaintiff has mistaken his remedy. The facts which he alleges, and upon which alone I adjudicate, do not entitle him to an order from this court that his son shall not enter his house. That is the order for which he asked, and the above are the reasons for which I refused to make it.—COUNSEL, *Gately, SOLICITORS, Pilgrim & Phillips.*

[Reported by T. PAKESHAM LAW, Esq., Barrister-at-Law.]

BOSCHOEK PROPRIETARY CO. (LIM.) v. FUKE. Swinfin Eady, J.

30th Nov.; 1st, 2nd, 4th, 5th, and 21st Dec.

COMPANY—DIRECTORS' SHARE QUALIFICATION—INCOME TAX ON DIRECTORS' FEES—MEETING CONVENED BY IMPROPERLY-APPOINTED DIRECTORS—RATIFICATION BY MEETING—SUFFICIENT NOTICE THAT MEETING WILL BE ASKED TO RATIFY ACT IN EXCESS OF DIRECTORS' AUTHORITY.

This was an action brought by the plaintiff company against Mr. F. G. Fuke and Mr. C. V. Rigby, two of the late directors of the company, claiming that the defendants were jointly and severally liable for alleged misapplication of moneys of the plaintiff company and to enforce payment. The facts were as follows: The plaintiff company was registered in November, 1895, with a nominal capital of £360,000 in £1 shares. Of this amount £300,000 was issued as fully paid to the vendors, the Heidelberg Estates and Exploration Co. (Limited). The remaining £60,000, except seven shares taken by the subscribers to the memorandum, was never issued. The plaintiff company was the owner of property and mining claims in the Transvaal, and in 1899 had borrowed £17,500 from the Heidelberg Co. for working capital, and had issued debentures to that amount. In 1896 the defendant Fuke was appointed secretary of the plaintiff company at a salary of £100 a year, and in February, 1900, on the Heidelberg Co. going into voluntary liquidation, he was appointed liquidator of that company. The only property of the Heidelberg Co. at that date was 276,000 shares of the plaintiff company and the £17,500 debentures issued to them as before mentioned, and 500 more shares in the plaintiff company were subsequently recovered in an action by the liquidator. In August, 1901, these 500 shares were transferred to "F. G. Fuke, liquidator of the Heidelberg Estates and Exploration Co. (Limited)," and in September, 1901, he was registered as a shareholder in the plaintiff company accordingly. In October, 1901, there were only two directors of the plaintiff company. In spite of the fact that by the articles of the company there ought never to be less than four directors and their total annual remuneration never more than £500 in all, plus a percentage of profits, if any, and in spite of the fact that there was no power in the articles to appoint a managing director, the two directors then remaining purported to hold a board meeting and passed a resolution to the following effect: Fuke was to be appointed as managing director of the company at a remuneration of £700 a year for two years, and was to retain his position as secretary of the company at £100 a year provided that he drew only at the rate of £200 a year as managing director until the working capital of £60,000, or part of it, was subscribed. At this date the interest on the debentures was two or three years in arrear and the borrowed money, except about £1,000, was exhausted. Fuke, however, obtained the £700 a year for three years less a small sum as is afterwards mentioned. In 1902 one of the two other directors died and the other parted with the shares necessary to qualify him for director, since by the articles of the company a director must hold 250 shares "in his own right." After this Fuke claimed to be sole director and passed certain transfers of shares, including 250 to himself, his previous holding being only of the shares held as liquidator of the Heidelberg Co. He afterwards purported to appoint as director with himself a Mr. Hughes and the defendant Rigby, an old gentleman of seventy, with no previous company experience. At the first meeting of the new board, Fuke, Rigby, and Hughes, it was resolved that the sum of £8 4s. 3d. income tax on the managing director's

fees be paid out of the funds of the company, and at another meeting cheques for income tax on the fees of the three directors were drawn. Mr. Hughes soon afterwards resigned his position as a director. Questions were afterwards raised as to the validity of past acts of the directors, and on the opinion of counsel being taken certain alterations in the articles were recommended. On the 25th of May, 1903, a general meeting of the company was held and the alterations made. In this action it was contended that the resolutions passed were invalid owing to the absence of a properly-constituted board to convene it. Fuke still continued to be unable to raise any part of the working capital until in December, 1904, a new scheme was proposed. Fuke was asked as liquidator of the Heidelberg Co. to sell the shares and debentures of the plaintiff company to a new syndicate to be formed by the Mines and Minerals Co., which would then advance the plaintiff company money to satisfy its liabilities. Fuke then stated that the liabilities of the plaintiff company exceeded £2,000, but could be settled for that sum. It was now given in evidence that Fuke led the Mines and Minerals Co. to suppose that he was greatly out of pocket for advances to the plaintiff company whereas in fact the sum of £2,000 was mainly made up of arrears of Fuke's salary of £700 as managing director. Of £1,998 10s. 5d. alleged to be due to Fuke £86 was for money advanced to the company and the rest for unpaid balance of fees. The Mines and Minerals Co. alleged that they were in fact ignorant of the resolution appointing Fuke managing director at £700 a year, and that the £2,000 was mainly composed of out-of-pocket advances. In February, 1905, these facts became known and complaint was made. The defendant Fuke relied upon the plaintiff company having in general meeting assented to the payment to him of the £2,000, or rather the balance of the £2,000 then found by the new syndicate after payment of other debts and refused to refund the payments so made to himself.

SWINFIN EADY, J., in a considered judgment, decided that the resolution of the 4th of December, 1901, appointing Fuke managing director was invalid as being contrary to the articles of the company, in that there were only two directors and not four, that the sum named was greater than the total sum which the articles allowed, and that there was no power to appoint a managing director. Further, Fuke did not hold the shares necessary to qualify him at the time "in his own right" as provided by the articles. The 250 shares held by him were entered in the name of "F. G. Fuke, liquidator of the Heidelberg Estates and Exploration Co. (Limited)"; holding "shares in his own right" means that a person shall hold shares in such a way that a company can safely deal with him in respect of those shares. Then as to whether the plaintiff company had duly confirmed and sanctioned the payments made to Fuke. Though there was no validly-constituted board to convene a meeting, the meeting which confirmed the resolution was summoned by those who had been acting as directors, and due notice was given. Any irregularity in that case was a mere informality and not sufficient to invalidate any resolution passed at the meeting. But the company could not appoint and could not ratify as from December, 1901, the appointment of Fuke as managing director at £700 a year in contravention of the existing articles which, until altered, were binding on shareholders and to board alike. The payments of income tax made by the board to themselves were also quite unjustifiable. As to the transactions at the time when the new syndicate paid off the liabilities of the company, by virtue of which the defendant Fuke claimed that the debt to him for fees had been assented to by the company and ratified, his lordship accepted the evidence of the directors of the Mines and Minerals Co. on the matter, and said that in his opinion Fuke had not intimated to them that the greater part of the £2,000 alleged to be owing to him from the company was for unpaid fees and not for advances to the company made by him. As to whether the plaintiff company had in general meeting assented to the payment to Fuke of the balance of the £2,000 found by the new syndicate, that depended upon whether the facts had been sufficiently disclosed. But the claim put forward by the defendant was never fairly and properly placed before the shareholders of either the plaintiff company or the Heidelberg Co., but was put forward as if it had been an admitted indebtedness and no notice was given at any meeting of the actual state of facts sufficient to create a ratification by the company. The result was that out of the £1,629 18s. 10d. received by the defendant under the arrangements described above, only £86 for money advanced was properly payable, and the balance must be refunded. The action also claimed separate relief against the defendant Rigby. It was alleged that Rigby had been paid as if for serving as director for two years, whereas he was only properly entitled for one year. It was argued that though he had been appointed by Fuke on the 3rd of February, 1901, and this had been confirmed by the company on the 10th of August, 1903, this was not sufficient, since due notice had not been given of the business to be transacted. The report convening that meeting contained a paragraph: "Directors,—You will be asked to ratify the election of Mr. C. V. Rigby as a director, also to elect a new director." For the defendant Rigby it was contended that this was sufficient notice, since in *Irvine v. Union Bank of Australia* (25 W. R. 682, 2 A. C. 366), Sir Barnes Peacock, in delivering the judgment of the court, had said that their lordships were not prepared to say that if a report had been circulated before a half-yearly meeting distinctly giving notice that the directors had done an act in excess of their authority, and that the meeting would be asked by confirming the report to ratify the act, this might not be sufficient notice to bring the ratification within the competency of the majority of the shareholders present at the half-yearly meeting." His lordship held that, following that case, there was sufficient notice given to the shareholders, and that the ratification was therefore valid.—COUNSEL, *Eve, K.C., and F. Cassel; Micklem, K.C., and F. Russell; Gore-Browne, K.C., and Austen-Cartmell, SOLICITORS, Mayo, Elder, & Co.; U. R. Wooley.*

[Reported by C. H. CARDEN NOAD, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

CARRINGTONS (LIM.) v. S. Channell, J. 9th Dec.

MONEY-LENDERS ACT—RIGHT TO RELIEF—EXCESSIVE INTEREST—LOAN HARSH AND UNCONSCIONABLE—MONEY-LENDERS ACT, 1900 (63 & 64 VICT. c. 51), s. 1.

This was an action to recover a balance of £62 16s. due on a promissory note. The defendant claimed relief under the Money-lenders Act. The facts of the case are as follows: The defendant is a director of a publishing company and has an income he estimates at £1,000 per annum, derived, however, partly from commissions. He estimated that the furniture in his own house was worth £3,000, and he had pictures worth £6,000. In December, 1904, he owed £150, his creditors were said to be pressing, and, having seen the plaintiffs' advertisement, he communicated with them and borrowed £100, giving a promissory note for £150, payable by twelve monthly instalments of £12 10s. The form of the note was produced, and it contained a clause that on default in payment of any one instalment the whole was to become due. The defendant made no objection to the terms or the default clause. He subsequently procured a further loan of £50, giving a note therefor for the repayment of £72 by six monthly instalments. On the occasion of his signing the second promissory note he made a statutory declaration as to his property, and when he signed the first note he had given a receipt in which he made similar statements. The defendant paid off the instalments of the £72 due on the second note, and seven out of the twelve instalments on the £150 note. He then wrote asking the net amount they required, as he had already repaid more than the total amount he borrowed, and on their refusing to make any reduction offered through a solicitor to pay £16 10s. in satisfaction of the plaintiffs' claim. This was refused and the writ in this action was issued. *Cur. adv. vult.*

CHANNEL, J., gave judgment for the plaintiffs, in the course of which, after stating the above facts, he held that the bargain did not fall within the terms of the Money-lenders Act, 1900. The material words of that Act were "when proceedings are taken, and there is evidence which satisfies the court that the interest charged in respect of the sum actually lent is excessive, or that the sum charged for expenses, &c., are excessive, and that in either case the transaction is harsh and unconscionable, or is otherwise such that a court of equity would give relief the court may reopen the transaction." The interest in the present case was not excessive having regard to all the circumstances of the case. The defendant was in a position to bargain on terms of equality with the money-lender. All the money-lender did was to name his price for a loan without security to a man whom he did not know, depending only upon his personal assurance that he had means to repay. Even if the price was higher than would be expected to be agreed to between two parties bargaining on equal terms, why is the mere proposal harsh and unconscionable?—COUNSEL, R. W. Atkins; T. B. Napier. SOLICITORS, White & Co.; W. S. Crookes.

[Reported by ALAN HOOG, Esq., Barrister-at-Law.]

SMITH v. PERRY. Div. Court. 14th Dec.

CRIMINAL LAW—INDICTMENT—RECORD OF CONVICTION—AMENDMENT OF BY JUSTICES—BAINES ACT (12 & 13 VICT. c. 45), s. 7—PUTTING RUBBISH ON HIGHWAY—HIGHWAY ACT, 1835 (5 & 6 WILL. 4, c. 50), s. 72.

This was a case stated by the court of quarter sessions for the county of Somerset. On the 1st of July, 1904, the appellant Smith, who was the surveyor to the urban council of Minehead, was summoned for having unlawfully laid a quantity of rubble on the highway to the interruption or personal danger of any person travelling thereon contrary to section 72 of the Highway Act, 1835. The appellant was convicted, the record of conviction being in the following terms: "Woolston Smith . . . this day convicted before this court for that he, on the 7th of May, 1904, at the parish of Minehead . . . unlawfully did lay a quantity of rubble upon a certain highway there situate to the interruption or personal danger of any person travelling thereon." Smith appealed to quarter sessions on the ground (*inter alia*) that the conviction was bad in law on the face of it, and that it was against the weight of evidence. A copy of the conviction was filed on the 7th of October, and on the 15th of October an amended copy of the conviction was filed in the following terms: "Woolston Smith is this day convicted for that he . . . unlawfully did lay a quantity of rubble upon a certain highway . . . to the interruption and personal danger of any person travelling thereon." On the appeal coming on for hearing counsel for the appellant took the preliminary point that the conviction was bad on its face as disclosing two offences stated alternatively. The justices held that the first record of the conviction was drawn up in error and did not correctly represent the decision of the justices, and they decided to treat the amended record of the conviction as the proper legal record of the conviction. Thereupon counsel for the appellant contended that the conviction was equally bad on its face as disclosing two offences stated cumulatively. The court held that the words in section 72 of the Highway Act, 1835, under which the appellant was convicted, did not create two offences, but one, and accordingly rejected the contention of the appellant's counsel. The evidence shewed that two police officers saw a large manhole on the road in question, and that there was a large heap of rubble round the hole, which was unlighted and unprotected. They admitted in cross-examination that they had previously seen the rubble, and that they knew it was there. For the appellant it was contended that there was no evidence that any person was travelling on the highway, or that any person was interrupted or endangered, and for the respondent it was contended that it was not necessary to give any evidence of any person being interrupted or endangered, but that if it was the police officers were such persons.

The court of quarter sessions affirmed the conviction, being of opinion that there was evidence to shew the police officers were interrupted and endangered on their beat. By section 72 of the Highway Act, 1835, "if any person shall lay any timber, stone, hay, straw, dung, manure, lime, soil, ashes, rubbish, or other matter or thing whatsoever upon such highway, to the injury of such highway, or to the injury, interruption, or personal danger of any person travelling thereon."

The COURT (Lord ALVERSTONE, C.J., and RIDLEY and LAWRENCE, J.J.) affirmed the conviction and dismissed the appeal.—COUNSEL, F. G. Levington and F. E. Weatherly; Avery, K.C., and Wethered. SOLICITORS, Sissons & Cook, for Incledon, Minehead; Rawle, Johnston, & Co., for Joyce, Davis, & Kissin, Williton.

[Reported by ALAN HOOG, Esq., Barrister-at-Law.]

BROOKS v. BAKER. Div. Court. 8th Nov.

REGISTRATION LAW—OWNERSHIP VOTE—CLAIMANT'S SERVANT OCCUPYING QUALIFYING TENEMENT—WHETHER OCCUPATION OF SERVANT OUSTS OCCUPATION OF CLAIMANT—REPRESENTATION OF PEOPLE ACT, 1884 (48 VICT. c. 3), s. 3.

This was a case stated by the Revising Barrister for the Tewkesbury Division of Gloucester, and raised the question as to the right of the owner of a freehold property in the borough of Cheltenham to qualify as an ownership voter for the Tewkesbury Division. It appeared from the special case that the respondents claimed to have their names entered in the Parliamentary ownership list for Cheltenham. The following were the facts admitted in the case of Baker: Baker is the owner of Weimar House and grounds of Weimar Cottage referred to in the fourth ground of the claim. Weimar House and grounds are occupied by the claimant, and he is on the occupation list of the register for the borough of Cheltenham in respect of such occupation, with the description "dwelling-house" as his qualification. Weimar Cottage stands within the grounds of Weimar House, but apart from it. It is occupied by the claimant's gardener, Moore, who by reason of his service is entitled to occupy it. Moore is on the occupiers' list, Division 2 (Service), of the said register in respect of such occupation, and it is admitted that he is properly so registered. It was contended that the occupation of Moore was the occupation of the claimant, and that by reason of section 24 of the Representation of the People Act, 1882, the claimant being so on the Parliamentary register for the borough of Cheltenham, was not entitled to qualify as ownership voter for the northern or Tewkesbury Division of the county of Gloucester in respect of the cottage. The revising barrister was of opinion that Moore was an inhabitant occupier as tenant within the meaning of section 3 of the Representation of the People Act, 1884; therefore the claimant was not the occupier of the cottage, and that he had a good qualification in respect of it as a freeholder, the value not being in question, and he allowed his claim. The other respondents were objected to on the same grounds, the facts in all the cases being precisely similar. By section 3 of the Representation of the People Act, 1884, "where a man himself inhabits any dwelling-house by virtue of any office, service, or employment, the dwelling-house is not inhabited by any person under whom such man serves in such office, service, or employment, he shall be deemed for the purposes of this Act and of the Representation of the People Act, 1884, to be an inhabitant occupier of such dwelling-house as a tenant." For the appellant it was contended that the effect of the above section was not to oust the occupation of Baker altogether, but only for the purposes of the Act. If the revising barrister was right the franchise would be extended in a manner not intended by the Legislature. Counsel referred to *Dobson v. Jones* (5 Man. & G. 113) and *M'Lean v. Prichard & Tullstone* (20 Q. B. D. 285).

THE COURT (Lord ALVERSTONE, C.J., and WILLS and DARLING, J.J.) allowed the appeal and erased the respondents' names from the list.

Lord ALVERSTONE, C.J.—I think that the argument of counsel as to the object of the Act of 1884, as expressed in the notice, is well founded. The section was passed simply for the purpose of giving to the inhabitant, by reason of service, a vote as an inhabitant occupier. The effect of the section was that Moore was to be "deemed" an inhabitant occupier. Does that fact put the owner, the respondent, out of occupation so that he cannot claim to vote for the county division. There is nothing to shew that Baker has been out of occupation. The words in section 3 are that the inhabitant occupier is to be deemed "an" inhabitant occupier, not "the" inhabitant occupier, so that the occupation of Moore did not necessarily exclude that of Baker. I do not think the section was intended to extend the franchise, which would be the result if the respondent's contention was correct.—COUNSEL, Clay; R. M. Montgomery. SOLICITORS, Ayrton, Biscoe, & Barclay; Russell-Cooke & Co.

[Reported by ALAN HOOG, Esq., Barrister-at-Law.]

The Poor Law Commission met this week at the Foreign Office under the chairmanship of Lord George Hamilton, to hear evidence for the first time. Mr. Adrian, K.C., legal adviser to the Local Government Board, made a statement as to the condition of the law on the subject, and had not concluded his evidence when the commission adjourned. The Commission propose to continue the sittings two days a week for the present.

The directors of the Midland Railway Co. entertained Mr. James Samuel Beale, solicitor, at dinner at the Midland Grand Hotel, St. Pancras, on Tuesday evening, the chairman, Sir Ernest Paget, presiding. Mr. Beale was presented with his portrait, painted by Mr. William Nicholson, under commission from the past and present members of the Midland board. Mr. Beale retired from the solicitorship of the Midland Company in June last, after forty years' service, and has been elected to a seat at the board.

New Orders, &c.

The Aliens Act, 1905.

In pursuance of section 1 of the Rules Publication Act, 1893, notice is hereby given, that the Secretary of State for the Home Department proposes, at the expiration of forty days from the publication of this notice, to make the following Order:

Any alien in whose case a Certificate has been given by a Court, with a view to the making of an expulsion order under the Aliens Act, 1905, and who is confined in any prison until the Secretary of State has decided upon his case, may be photographed and measured in the same way as a criminal prisoner; and by the Regulations, dated 20th June, 1896, made by the Secretary of State under section 8 of the Penal Servitude Act, 1891, shall apply to such prisoners accordingly.

Copies of the draft of the proposed Order may be obtained from the Home Office, Whitehall, S.W.

Whitehall, 5th January, 1906.

Notice is hereby given, that on the 3rd instant, the Lord Chancellor made Rules under section 29 of the Summary Jurisdiction Act, 1879, for the purposes of the Aliens Act, 1905.

Copies of the Rules may be purchased at the Sale Office for Official Publications, Messrs. Wyman & Sons, Fetter-lane, Fleet-street, E.C.

Whitehall, 5th January, 1906.

Law Societies.

The Law Society.

A special general meeting of the members of the society will be held in the hall of the society, on Friday, the 26th of January, at two o'clock, for the purposes hereinafter mentioned.

The PRESIDENT will present the special prizes awarded to successful candidates for the year 1905, and also the prizes for the June and November Final Examinations, 1905.

Mr. F. AMMITAGE will move: "That this society condemns the practice of some commissioners for oaths in habitually accepting less than the authorized fees, and desires the Council to make known in its monthly circular the fact that such conduct entails the risk of revocation of the commission."

Mr. CHARLES FORD will move: "That it be referred to the Council to consider and report to the next general meeting of the society as to whether the profession is not in an overcrowded condition, and if so whether, in the interests of the public and of the profession, the Council can recommend to the society some reform calculated to stay the growth of such an evil."

Mr. CHARLES FORD will ask: "Whether the Council have discontinued, or propose to discontinue, the plan of teaching law to articled law students by means of correspondence through the Post Office?"

Mr. CHARLES FORD will ask: "Whether it is a fact that the Council recently added 'book-keeping' as a subject for examination to be passed by articled clerks, at the instance of the Chester and North Wales Law Society? Why the Council discontinued its examinations on this subject in or about the year 1870, and why the Council has revived this examination? and whether it is proposed to give lectures on book-keeping, and to teach book-keeping by means of correspondence through the Post Office, or how otherwise to impart knowledge on this subject?"

Mr. CHARLES FORD will move: "This general meeting observes with satisfaction the inclusion of solicitors of the Supreme Court in the new Cabinet, and trusts that these appointments may contribute to the passing of some of those long-delayed measures of reform urgently needed in the interests of the public and the profession."

Mr. CHARLES FORD will ask: *School of Law*.—How far, if at all, the position of this urgent question has altered since the time when the President of the society dealt with it in his address at Leeds; and to ask what steps, if any, the Council are now taking to secure the application of the large funds available for the establishment of a School of Law, and whether one or more of the Inns of Court are now obstructing the scheme; also whether in view of the change of the Imperial Government the Council propose to press the question anew upon the attention of the proper authorities?"

E. W. WILLIAMSON, Secretary.

Solicitors' Benevolent Association.

The usual monthly meeting of the directors of this association was held at the Law Society's Hall, Chancery-lane, on the 10th inst., Mr. Richard Walter Tweedie in the chair, the other directors present being Sir George Lewis, Bart., and Mears. Charles Goddard, W. H. Gray, J. Roger B. Gregory, L. W. North Hickley, C. G. May, Richard Pennington, J. P., W. Arthur Sharpe, Frank W. Stone (Tunbridge Wells), and J. T. Scott (secretary). A sum of £425 was distributed in grants of relief, nine new members were admitted to the association, and other general business was transacted.

It was announced that on Friday the Lord Chancellor, Lord Loreburn, would sit with Court of Appeal No. 2.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 16.—The subject for discussion was: "That the case of *Re Oliver's Settlement, Everett v. Leigh* (1905, 1 Ch. 191) (Election—Real estate—Appointment void for remoteness) was wrongly decided." Mr. H. T. Thomson opened in the affirmative; Mr. P. Oates opened in the negative; Mr. A. C. Dowdall seconded in the negative. The following members also spoke: Messrs. Harnett, Eves, and Hill. The motion was lost by two votes.

Obituary.

Mr. B. Burdekin.

We regret to announce the death, on Monday last, of Mr. Benjamin Burdekin, solicitor, of Sheffield. After serving his articles with Mr. Albert Smith, of Sheffield, Mr. Burdekin was admitted in 1855, and commenced business by himself. He subsequently entered into partnership with Mr. J. W. Pye-Smith, afterwards town clerk of Sheffield. At his death Mr. Burdekin was at the head of the well-known firm of Burdekin, Benson, & Burdekins. He served the office of president of the Sheffield and District Incorporated Law Society and was very active in Church and benevolent matters in Sheffield.

Legal News.

Appointment.

Mr. Justice SUTTON has received the Honour of Knighthood.

Changes in Partnerships.

As from the 31st of December, 1905, Mr. JAMES BOURNE BENSON, LL.D., retires from the firm of Benson & Llewellyn Davies, of 1, Clement's-inn, W.C., and that business is amalgamated with the business of Withers & Withers, of Howard House, 4, Arundel-street, Strand, London. The partners of the joint firm will be John J. Withers, C. Llewellyn Davies, T. Withers, and W. L. M. Benson, who will carry on business under the style of Withers, Bensons, Withers, & Davies, at Howard House, 4, Arundel-street, Strand, London.

Dissolutions.

GEORGE HOLME BOWER, LIONEL FRANCIS COTTON, and THOMAS HOLME BOWER, solicitors (Bower, Cotton, & Bower), 4, Bream's-buildings, Chancery-lane, London. Dec. 31. The said George Holme Bower and Thomas Holme Bower will in future carry on the said business on their own account, under the same style or firm of Bower, Cotton, & Bower.

WILLIAM GEORGE ALBERT EDWARDS and SAMUEL BURNETT COHEN, solicitors (Edwards & Cohen), Audrey House, Ely-place, and 3, Coleman-street, London. Dec. 31.

HERBERT CLIFFORD GOSNELL and FRANK TIERNAY, solicitors (H. Clifford Gosnell & Tiernay), 73 and 75, Finsbury-pavement, London. Dec. 31.

WALTER STAFFORD GUSTARD and EVELYN WADDINGTON, solicitors (Gustard & Waddington), Usk and Newport. Dec. 31. Mr. W. S. Gustard will carry on business in his own name at Newport and Mr. E. Waddington at Usk.

HENRY WILLIAM JONES and ELLIOT FRANCIS BARKER, solicitors (Jones & Son), Colchester. Dec. 25, 1904.

JAMES WHARTON MOORE and ERNEST MOORE, solicitors (J. W. Moore & Son), Bradford and Halifax. Dec. 30. The said Ernest Moore, in partnership with Leonard Shepherd, will continue the said practices under the style or firm of Moore & Shepherd.

JOHN HESLINGTON PITCHFORTH, RICHARD FRANCIS HENRY KING, and EDWARD HOPES HEELIS, solicitors (Pitchforth, King, & Heelis), 23, Bucklersbury, London. Dec. 30.

ALFRED HUGH KNIGHT SQUIRE and MAURICE LANCELOT WEBB, solicitors (Squire & Webb), 8, Union-court, Old Broad-street, London. Dec. 30.

WILLIAM HENRY WOOLDRIDGE and HENRY FLEYDELL WILTON, solicitors (Wooldridge & Wilton), Sandown, Newport, and Ventnor. Dec. 30.

[*Gazette*, Jan. 5.]

ARTHUR FORESTER WALKER, SAMUEL ROBERT TAYLOR, and ANDREW HAY BIKER, solicitors (Walker, Taylor, & Bicker), 3, New-court, Lincoln's-inn, London, and at Wolverhampton. Jan. 1. The practice will henceforth be carried on by the said Arthur Forester Walker and Andrew Hay Bicker.

HOBACE PARR SCATLIFF and SAMUEL LEONARD HUNT, solicitors (Scatliif & Hunt), 6, Lancaster-place, Strand, London. Dec. 31. [*Gazette*, Jan. 9.]

General.

Sir William Snowdon Robson, K.C., Solicitor-General, Recorder of Newcastle, presided at the city quarter sessions this week, and, there being no new case for trial, was presented with a pair of white gloves by the mayor. The recorder said he had felt it his duty to submit his resignation of the recordership after having held it for ten years.

In the course of his evidence last week, before the Arterial Drainage Commission, says the *Times* Dublin correspondent, Mr. W. F. Bailey, one of the Estates Commissioners, gave a sketch of the operation of the Land Purchase Acts. He said that under previous Acts there were in twenty-five years 75,000 purchasers at a price of £25,000,000. Under the Act of 1903 there were in two years 88,000 purchasers at a price of £33,800,000. About one-third of the tenants of Ireland had purchased. The average price paid so far had been 24/-, or nearly twenty-five years' purchase.

Sir Robert Reid, says a writer in the *Daily Telegraph*, has not had so long to wait for his peerage as had Sir Robert Hurley, afterwards Baron Henley and Earl of Northington. He became Lord Keeper on the 30th of June, 1757, but remained a commoner till the 27th of March, 1760, when he was created Baron Henley, of Grange, in the county of Southampton, on his appointment as Lord High Steward to preside over the trial for murder of Lord Ferrers. He was appointed "Lord Chancellor" instead of "Lord Keeper" and was raised to an earldom on the accession of King George III.

A Chicago journal gives the following incident in the course of legal proceedings. The Court (Judge Kavanagh): "I will allow you 480 dols. for your services in the matter. Attorney: If your honour please, I think my bill should be allowed in full—600 dols. Probably your honour has omitted a very important item, the work done on Sunday. The Court: I did not count that. You should have been attending to your religious duties on that day. Attorney: I esteemed it a religious duty to defeat these scoundrels. The Court: For that you get your reward hereafter. Mr. Clerk, enter the attorney's compensation "480 dols. here, 120 dols. in Heaven."

Sir Ford North, who attained the age of seventy-six this week, is, says the *Evening Standard*, "an entomologist as well as a famous lawyer. He resigned his judgeship in the Chancery Division in 1900, after qualifying for a pension, and he has since been devoting himself to a country life and to his butterflies and moths. He is a member of the Royal Society, and attached to his town house at Hyde Park is a museum which contains some very rare specimens of insect life" [Is our esteemed contemporary's information correct? The late judge's collection of "rare specimens" of artificial flies is well known, but we, at any rate, never heard of his butterflies and moths.]

In consequence of the death of the Clerk of the Peace for Chester a remarkable legal difficulty arose at the City Quarter Sessions, says the *Times*. A special meeting of the town council had been convened to fill the vacancy, but the council, acting against the advice of their clerk and also the recorder, deferred making the new appointment, requesting the recorder to ask the deputy-clerk of the peace to act at the sessions. On taking his seat the recorder, Sir Horatio Lloyd, said the late clerk of the peace had a deputy, but, owing to an omission in the Municipal Corporations Act, the position of the deputy ceased with the clerk's life. The town council were told by their legal adviser of the difficulty, but they declined to act, and postponed the matter till the next council. He had been placed in a dilemma, and he was sitting there with grave doubts as to the legality of that court. Being unable to adjourn, he availed himself of the suggestion to ask Mr. Way, the deputy clerk, to act, but he was afraid it would involve his writing to the Secretary of State, and possibly he might think it necessary to pass a short Act of Parliament to legalize the proceedings that day and to prevent such a contingency as this in future. At a later stage, when the recorder came to pass sentence on two prisoners, who pleaded guilty, he said he declined absolutely to take the responsibility of punishing them. If they were men of position, influence, and means they could probably upset the proceedings of that court by having a writ of error. He should get out of the difficulty by giving them each imprisonment for one day, so they could go at once. They must not thank him for that leniency; they must thank the corporation of Chester.

Justice is not so blind as sculptors represent, says the *Evening Standard*, or the young Parisienne who is just now engaging the attention of the French courts would not have had such success from throwing herself into a trance for the jury to stick pins into her. A couple of years ago a German artist danced in court before the judges whom a Miss Loie Fuller had asked to condemn her for plagiarism. We have had the pianochette in our own courts; we have had the phonograph, the automatic musical box, and working models innumerable of other wayside attractions. Soft music floated recently through the court over which Mr. Lane presides. The magistrates looked up at the ceiling, at the walls, and at the windows. The sounds really proceeded from a musical album which hummed merrily upon being opened. It had been stolen, and was now set to work by the unsuspecting constable who had to produce it. As recent cases show, it is surprising what can be crowded into a court of law. In one action there were trusses of hay and straw and clover; in another, a ship's boiler, which was somewhere on the premises, was frequently mentioned. The not inconsiderable model of an estate filled a large table, and phonographic "records" entertained another court for a day. But they get more eerie things than these. "Whose bone is that?" demanded Mr. Kemp, K.C., as he sorted out a collarbone from a "bus" and a bundle of X-ray photographs. Nobody could tell; it was

only there for the purpose of illustration. The same purpose was served by a complete human spinal column. The latter helped materially in getting a verdict of £1,950 for the man whose case it was brought to support.

The Local Government Board has addressed to rural district councils a circular in which they say that it appears from a parliamentary return relating to the bye-laws with respect to new streets and buildings in force in the rural districts of England and Wales, that throughout the whole of 169 and in parts of 114 rural districts bye-laws are in force based on what is known as the Urban Model Series. Since the issue of this code, which was primarily intended for use in urban districts, it has been strongly urged that its adoption in districts which are of a rural character has led to interference with reasonable building operations, and the board feel that a series of bye-laws so extensive as the Urban Model is not necessary for a district or part of a district quite rural in character, where little building is going on and aggregations of population are not likely to develop in the near future. In such cases it is considered that a less elaborate code of building regulations would generally be found sufficient. In order to meet the requirements of such localities the board in 1901 compiled a model series of building bye-laws for rural districts, dealing only with the subjects which appeared to them to be most in need of regulation and control in such districts from a sanitary point of view. The board will be glad if the rural district council would carefully review the circumstances of their district for the purpose of seeing whether any modification of the present bye-laws is desirable, and whether any part of the district might more suitably be placed under a series based on the Rural Model, or, if this is not thought suitable, by such a series supplemented by a limited selection of clauses from the Urban Model. Even where it is considered that the full code of bye-laws should be retained, the existing bye-laws, unless made very recently, might with advantage be reviewed in connection with the latest form of the Urban Model. This contains many additions and modifications based on the experience of the working of the old model, and at the same time is framed so as to give more elasticity in the administration of the bye-laws.

FIXED INCOMES.—Houses and Residential Flats can now be furnished on a new system of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures. *Maple & Co. (Limited), Tottenham Court-road, London, W.*—[ADVT.]

Court Papers.

Supreme Court of Judicature.

ROUTE OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEKEWICH.	Mr. Justice FARWELL.
Monday, Jan.	15 Mr. Pemberton	Mr. W. Leach	Mr. Greswell	Mr. Godfrey
Tuesday	16 Jackson	Theed	Church	R. Leach
Wednesday	17 R. Leach	W. Leach	Greswell	Godfrey
Thursday	18 Godfrey	Theed	Church	R. Leach
Friday	19 Beal	W. Leach	Greswell	Godfrey
Saturday	20 Carrington	Theed	Church	R. Leach
Date	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINSON EADY.	Mr. Justice WARRINGTON.
Monday, Jan.	15 Mr. Jackson	Mr. Farmer	Mr. Carrington	Mr. Theed
Tuesday	16 Pemberton	King	Beal	W. Leach
Wednesday	17 Jackson	Farmer	Carrington	King
Thursday	18 Pemberton	King	Beal	Farmer
Friday	19 Jackson	Farmer	Carrington	Church
Saturday	20 Pemberton	King	Beal	Greswell

HILARY SITTINGS, 1906.

COURT OF APPEAL.

APPEAL COURT I.

The Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

APPEAL COURT II.

The Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

Actions without witnesses (not marked short) and further considerations will be heard on days from time to time announced in Daily Cause List.

Short Causes will be put into Tuesday's List on the necessary papers (including minutes) being left with the judge's clerk.

Retained Actions with Witnesses will be taken on days to be announced in the Daily Cause List.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT I.

MR. JUSTICE KEKEWICH.

The following will be the Order of Business:

Monday—Sums in Chambers

Tuesday—Sht cases, pets, and adj sums

Wednesday and Thursday—Adj sums

Friday—Mots (except Jan. 12th) and adj sums

N.B.—The first day of the Sittings, Thursday, Jan. 11th, will also be a motion day.

Saturday—Adj sums

Except when other Business is advertised in the Daily Cause List Mr. Justice FARWELL will take Actions with Witnesses daily throughout the Sittings.

CHANCERY COURT II.

MR. JUSTICE BUCKLEY.

Except when other Business is advertised in the Daily Cause List Mr. Justice BUCKLEY will take Actions with Witnesses daily throughout the Sittings.

appl of defts from order of Mr Justice Farwell, dated May 11, 1905 Aug 8

Lord Kinnaird and ors and The Council of the Evangelical Alliance v Field appl of deft from order of Mr Justice Buckley, dated July 24 and 25, 1905 Aug 8

Attorney-Gen and anr v Dorchester Corp. appl of defts from order of Mr Justice Kekewich, dated July 29, 1905 Aug 10

In re Herrington's Settled Estate Harrington v Peale appl of pltfm from order of Mr Justice Joyce, dated July 28, 1905 Aug 10

Woodhouse v Chetwynd appl of deft from order of Mr Justice Buckley, dated Aug 1, 1905 Aug 10

In re Beale, dec Beale v Beale appl of deft from order of Mr Justice Swinfen Eady, dated July 6, 1905 Aug 10

Jarvis and anr v Pulley appl of pltfms from order of Mr Justice Farwell, dated July 10, 1905 Aug 10

Hooper & Ashby v Willis appl of pltfms from order of Mr Justice Kekewich, dated July 25, 1905 Aug 10

In re Dunseay's Settled Estates Nott and French v Baroness Dunseay appl of pltfms from order of Mr Justice Kekewich, dated June 27, 1905 Aug 11

In the Matter of S Hooper, dec Hooper and ors v Hooper and anr appl of deft from order of Mr Justice Farwell, dated June 5, 1905 Aug 11

In re Cobham's Settlement, 1876 Cobham v Burgess appl of deft from order of Mr Justice Kekewich, dated Aug 10, 1905 Aug 12

C H Thompson v C Helmore (married woman) appl of deft from order of Mr Justice Farwell, dated May 3, 1905 (set down Oct 23, transferred to earlier date by order of Court of Appeal) Aug 15

Caroline v Bates appl of pltfm from order of Mr Justice Joyce, dated July 26, 1905 Aug 17

In re James Leppard, dec Secker v Davies and ors appl of infant defts and J Leppard from order of Mr Justice Kekewich, dated June 23, 1905 Aug 17

In re Eliza Davis, dec Phipps Jackson v Davis appl of deft S M Davis from order of Mr Justice Farwell, dated March 16, 1905 Aug 18

In the Matter of the Cos' Acts, 1862 to 1900, and in the Matter of Thomas Bowler and Sons Id appl of P G Andrews from order of Mr Justice Warrington, dated Aug 8, 1905 (produce order) (a o for appointment of legal personal representative) Aug 21

Morisco v Morisco appl of pltfm from order of Mr Justice Buckley, dated Aug 11, 1905 (produce order) Aug 22

The Victoria Daylesford Syndicate Id and anr v Dott appl of deft from order of Mr Justice Buckley, dated Aug 8, 1905 Aug 28

In re Meares Freeth, Rawson, & Cartwright, Solicitors, &c., of the Supreme Court appl of the Solicitors from order of Mr Justice Swinfen Eady, dated July 19, 1905 Sept 4

Shephard v Harris appl of pltfm from order of Mr Justice Farwell, dat d June 6, 1905 Sept 5

The Greenwich Inlaid Linoleum (Frederick Walton's New Patents) Co Id v Farquhar and ors appl of pltfms from order of Mr Justice Farwell, dated July 10, 1905 (original motion to come on with this, by order) Oct 4

In re Monday, dec Hodgson v Watts appl of pltfm from order of Mr Justice Kekewich, dated Aug 2, 1905 Oct 12

In re James Allen, dec Hargreaves v Taylor and anr appl of deft Jane Taylor from order of Mr Justice Swinfen Eady, dated July 12, 1905 Oct 12

Wyllie v Ellis and ors appl of pltfm from order of Mr Justice Buckley, dated July 14, 1905 Oct 13

In re Garnett's Settlement In re Joseph Richardson, dec Richardson v Greenep and ors appl of deft Cutajar from order of Mr Justice Kekewich, dated June 28, 1905 Oct 21

In the Matter of the Estate of James Clark Clinton, dec Clinton v Clinton appl of pltfm from order of Mr Justice Joyce, dated June 7, 1905 (security ordered) Oct 24

Saurdis and anr v Raphael and ors appl of pltfm from order of Mr Justice Buckley, dated Aug 9, 1905 Nov 7

In re H Castle & Sons Id Mitchell v Castle and ors appl of J B Garnham (one of the defts) from order of Mr Justice Kekewich, dated July 27, 1905, and cross notice of appl by The Merchant Banking Co Id, dated Nov 13, 1905 Nov 11

Lewis v Cory appl of pltfm from order of Mr Justice Warrington, dated Oct 27, 1905 (produce order) Nov 13

Miers v Price appl of deft from order of Mr Justice Joyce, dated Nov 3, 1905 Nov 16

In re C Cozens, dec Cozens v Larkworthy appl of deft from order of Mr Justice Warrington, dated Aug 9, 1905 Nov 20

Bulteel and ors v Lardeshayne and ors appl of defts from order of Mr Justice Farwell, dated Aug 10, 1905 (security ordered) Nov 25

In re James Harrison, dec Harrison v White appl of deft from order of Mr Justice Joyce, dated October 31, 1905 Nov 29

In the Matter of Maxwell's Letters Patent, No. 28,632 of 1903 and In the Matter of the Patents, Designs and Trade Marks Acts, 1883-8 The Metallic Seamless Tube Co Id v Simplex Steel Conduit Co Id appl of the Simplex Steel Conduit Co Id from order of Mr Justice Buckley, dated Nov 22, 1905 Nov 30

Molloy v The Mutual Reserve Life Insurance Co and anr appl of defts from order of Mr. Justice Swinfen Eady, dated Nov 14, 1905 Dec 5

In re Adams, dec Adams v Down and ors appl of deft C A R Adams, from order of Mr Justice Buckley, dated Oct 26, 1905, and notice of pltfm dated Dec 2, to vary order, and notice of defts other than C A R Adams, dated Dec 2, to vary order (from Interlocutory List by order) Dec 5

In re A Contract between T E R Philips and G A Brade and anr Id Philips appl of deft from order of Mr Justice Farwell, dated Nov 1905 Dec 5

Notaras v The Mayor, Aldermen, and Councilmen of the City of Weston appl of pltfm from order of Mr Justice Swinfen Eady, dated Nov 1905 (produce order) Dec 11

Lake George Successors Id v Gibbs, Bright & Co and ors appl of deft from order of Mr Justice Warrington, dated Nov 14, 1905 Dec 11

Duncan (Widow) v Dixon appl of deft from order of Mr Justice Warrington, dated Aug 11, 1905 Dec 15

In the Matter of an Arbtm between The Holly Bank Trust Co and Augustus Leveson Vernon and In the Matter of The Arbitration 1889 appl of the Holly Bank Trust Co from order of Mr Justice Farwell, dated Oct 31, 1905 Dec 20

Attorney-Gen v Pontypiddi Urban District Council appl of deft from order of Mr Justice Farwell, dated Aug 11, 1905 (produce order) Dec 11

Higham and ors v Higham (since dec) and ors appl of deft F Higham from order of Mr Justice Swinfen Eady, dated Nov 11, 1905 Dec 21

FROM THE CHANCERY, PROBATE AND DIVORCE DIVISION
(Interlocutory List.)

1905.

Kundl v Chapman and ors appl of pltfms A Kroeker and B & Son from order of Mr Justice Warrington, dated June 26, 1905 pt 11 Jan 24) Aug 11

In re Gluchman, dec Weingarten v Jefferys appl of pltfm from order of Mr Justice Farwell, dated Nov 3, 1905 Nov 21

In re The Cos' Acts, 1862 to 1900, and In re The British Pioneer Electric Light and Power of India Co Id appl of S T Biggs and O R & Son from order of Mr Justice Buckley, dated Nov 28, 1905 Dec 21

FROM THE PROBATE AND DIVORCE DIVISION.
(General List.)

1905.

In re G Ollis, dec Jones, F G W v Pelton (Probate) appl of F G Jones from judge of The President, dated April 10, 1905 April 20

Thomas Bater, petn v Catherine Bater ors Lowe, resp (Divorce) of petur from judge of The President, dated May 18, 1905 July 8

Vigo, S, petn v Vigo, D, resp (Divorce) appl of petur from judge of The President, dated July 17, 1905 July 21

(New Trial Paper.)

In re Dunham, dec M Dunham and J W Dunham (Probate) appl of deft J W Dunham for judge or new trial on appl from verdict and judgment Nov 22, 1905, at trial before Mr Justice Bargrave Deane and common jury, London Dec 15

FROM THE COUNTY PALATINE COURT OF LANCASTER
(General List.)

1905.

In re Lot Dixon, dec Hartley Wood v J H Dixon and ors appl of deft from order of The Vice-Chancellor of the County Palatine of Lancaster dated Feb 14, 1905 May 10

Manchester Billposting Co Id v Chapple appl of pltfm from order of The Deputy Vice-Chancellor of the County Palatine of Lancaster, dated May 15, 1905 June 10

Scott v Bolton appl of deft from orders of The Vice-Chancellor of the County Palatine of Lancaster, dated May 2 and June 27, 1905 July 7

Fisher v Dixon appl of pltfm from order of The Deputy Vice-Chancellor of the County Palatine of Lancaster, dated July 21, 1905 Oct 31

FROM THE KING'S BENCH DIVISION.
(In Bankruptcy.)

In re W J Yardley (expte J H Battridge) No. 1,381 of 1904, from an order of Mr Justice Bigham, dated 6th November, 1905, dismissing an appl from rejection of a proof part heard

In re A Debtor (expte The Debtor) No 594 of 1905 from a receiving order made by Mr Registrar Giffard, dated 17th Oct, 1905 part heard

In re H F S Webb (expte C A Wright, Trustee) No. 779 of 1904 from order of Mr Justice Bigham, dated 25th Oct, 1904

In re E Eales (expte R. E. Steel, Trustee) No. 7 of 1905 from an order of a Divisional Court (sitting in Bankruptcy), dated 20th Nov, 1905

In re A Debtor (expte The Petitioning Creditor) No. 1099 of 1905 from an order made by Mr Registrar Giffard, dated 6th Dec, 1905, dismissing a petition without costs

In re A Debtor (expte The Petitioning Creditor) No. 1,228 of 1905 from an order made by Mr Registrar Hope, dated 15th Dec, 1905, refusing to make a Receiving Order and adjourning the petition

FROM THE KING'S BENCH DIVISION.
Judgment Reserved.
(Final List.)

Wilson and ors v Grant and ors appl of pltfms from judge of Mr Justice Ridley, dated Nov 28, 1904, without a jury, Middlesex (c a v Dec 5, 1905) Heard before Master of the Rolls, Romer and Mathew, L J

(To be continued.)

Jan. 13, 1906.

Motions, Pe...
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In re Bo...
Boswell...
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HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

HILARY Sittings, 1906.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions, and Short Causes will be taken on the days stated in the Hilary Sittings Paper.

Mr. Justice KEKEWICH will take his business as announced in the Hilary Sittings Paper.

Mr. Justice FARWELL.—Except when other business is advertised in the Daily Cause List, Mr. Justice Farwell will take Actions with Witnesses daily throughout the Sittings.

Mr. Justice BUCKLEY.—Except when other business is advertised in the Daily Cause List Mr. Justice Buckley will take Actions with Witnesses daily throughout the Sittings.

Mr. Justice JOYCE.—Except when other business is announced in the Daily Cause List Mr. Justice Joyce will take Actions with Witnesses daily throughout the Sittings.

Mr. Justice SWINFIN EADY will take his business as announced in the Hilary Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice SWINFIN EADY will take Liverpool and Manchester Business as follows: Summonses in Chambers, Motions, Short Causes, Petitions, and Adjournded Summonses on every other Saturday commencing with Saturday, 13th January.

Mr. Justice WARRINGTON will take his business as announced in the Hilary Sittings Paper.

Summonses before the Judge in Chambers.—Mr. Justice KEKEWICH, Mr. Justice SWINFIN EADY, and Mr. Justice WARRINGTON will sit in court every Monday during the sittings to hear Chamber Summonses.

Summonses Adjournded into Court will be taken as follows: Mr. Justice KEKEWICH, as stated in the Daily Cause List; Mr. Justice SWINFIN EADY, with Non-Witness Actions; and Mr. Justice WARRINGTON, with Non-Witness Actions.

SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Hilary Sittings the judges will sit for the disposal of Witness Actions as follows:

Mr. Justice KEKEWICH will take his Retained Witness Actions on days to be announced in the Daily Cause List.

Mr. Justice FARWELL will take Witness Actions as announced above.

Mr. Justice BUCKLEY will take Witness Actions as announced above.

Mr. Justice JOYCE will take Witness Actions as announced above.

Mr. Justice SWINFIN EADY will take his Retained Witness Actions on days to be announced in the Daily Cause List.

Mr. Justice WARRINGTON will take his Retained Witness Action on a day to be announced in the Daily Cause List.

Chancery Causes for Trial or Hearing.

(Set down to December 23rd, 1905.)

Before Mr. Justice KEKEWICH.

Retained by Order.

Causes for Trial (with Witnesses).

Long v Long act (Jan 23)

Gunnell v Powell act and counter-claim

Grove v Search act

Cause for Trial (without Witnesses).

Aalin v Smyth act

Adjournded Summonses.

In re W H Carne Aver v Carne adjd sumns

Cumming v Walker adjd sumns

In re Boswell, dec Boswell v Boswell adjd sumns

In re Cooke, dec Hardy v Cooke adjd sumns (restored)

In re Roberts, dec Ternay v Pryor adjd sumns

In re Limmer, dec Edminster v Potter adjd sumns

In re Grimmer, dec Fuller v Leammon adjd sumns

In re Charles Bowyer, dec Bowyer adjd sumns

In re Heame adjd sumns

In re G J Fowler, a solic adjd sumns

In re David Henry Davis, dec Davis v Wolff adjd sumns

In re Thomas Cowleshaw, dec Watts v Crossley adjd sumns

In re Rostrom, dec Rostrom v Rostrom adjd sumns

In re Nuttall's Settlement Lendon v Denham adjd sumns

In re Chappell, dec Chappell v Riddin adjd sumns

Richardson v Porter adjd sumns

In re Thomas Bolitho v Phillips adjd sumns

In re East Hoare v East adjd sumns

In re D W Jones, dec Jones v Jones adjd sumns

Slade v Chaine adjd sumns

In re Smyth, dec Minty v Smyth adjd sumns

In re The National Tea Union ld The National Tea Union v Duckworth adjd sumns

In re A M Unite, dec Edwards v Smith adjd sumns

In re Imray Todd v Imray adjd sumns

In re Moss' Empires ld and the West Ham Corp and In re The V and P Act, 1874 adjd sumns

In re Lang, dec Craven v Giles adjd sumns

In re Gaskell and Walters' Contract and In re The V and P Act, 1874 adjd sumns

In re Duri's Estate Cross v Agnew adjd sumns (not before Feb 1)

Le Gros v Le Gros act without pleadings

In re W H Lievesley, dec Forrest v Anderson adjd sumns

In re Colyer, dec Snelling v Snelling adjd sumns

In re Williams, dec Rees v Williams & Jones adjd sumns

Bridge v Ficklin (In re Transfer Acts, 1875 to 1897) adjd sumns

In re Sampson, dec Sampson v Sampson adjd sumns

Edmondson v Hadfield adjd sumns

In re Warwick, dec Warwick v Haden adjd sumns

In re G G Horton Danby v Horton adjd sumns

In re Saul, dec Norrie v Saul adjd sumns

In re Weston and ors fur con

Before Mr. Justice FARWELL.

Causes for Trial (with Witnesses).

Lea v Hole act

Burn and Berridge v Mother Lode Consolidated Gold Mines ld act

Leslie v Leslie act (s o)

In re Studds, dec Ashby v Studds adjd sumns with witnesses

Lattham v Leaver act

Davidson v Sun Fan Co ld motion (ordered to go into Witness List)

Roberts v Lewis act

Attorney-General v Mayor, &c. of Manchester act

The Trustees of the Property of Bricknell, a bankrupt v Kennedy act

Houghton v Bibby act

Crowther v Dyson act

British United Shoe Machinery Co ld v Hugh Claughton ld act

The London and North-Western Ry Co v Killeen act

Lewis v Mutual Reserve Life Insce Co act

Matthews v Beale act

In re C J Brown, dec Oliver v Clark adjd sumns

In re Abinger, dec Tullibardine v Abinger adjd sumns

In re Baring, dec Baring v Goldie adjd sumns

In re Sir Thomas Lucas, Bart, dec Lucas v Lucas adjd sumns

Platz v Hills adjd sumns

In re Temple West, dec Temple West v Temple West two adjd sumns

Before Mr. Justice JOYCE.

Retained by Order.

Adjournded Summonses.

In re C J Brown, dec Oliver v Clark adjd sumns

In re Abinger, dec Tullibardine v Abinger adjd sumns

In re Baring, dec Baring v Goldie adjd sumns

In re Sir Thomas Lucas, Bart, dec Lucas v Lucas adjd sumns

Platz v Hills adjd sumns

In re Temple West, dec Temple West v Temple West two adjd sumns

Before Mr. Justice BUCKLEY.

Retained by Order.

Companies (Winding-up).

Court Summonses.

Syria Ottoman Ry Co ld (as to

pros of debt of W Parker) pt hd

Chancery Division.

Causes for Trial Without Witnesses

and Adjournded Summonses.

In re E M Mackinnon's Settlement

Mackinnon v Lord Hillingdon adjd sumns

In re Durie's Estate Cross v Agnew adjd sumns (not before Feb 1)

Le Gros v Le Gros act without pleadings

In re W H Lievesley, dec Forrest v Anderson adjd sumns

Motions.

The Petroleum Oil Trust ld

Carpenter v The Petroleum Oil Trust ld (not before Jan 19)

In re an Arbitration between David

Dinerstein and A Davis and J

Smith (not before Jan 19)

Young v Cuthbert (not before Jan 19)

Causes for Trial With Witnesses.

In re Letters Patent, No 14,006 of

1903, granted to J N Alsop, and

The Patents, &c, Acts ptm for

revocation (s o until after Comptroller's decision)

Morrison v Electrolytic Plating, &c,

Co act

Barrs v Conder act (s o generally)

Shepherd and ors v Bray and ors

act and m f j (s o for appointment of Legal Representative)

Hunter v Causton and ors act (not

before Feb 20)

In re Samuel Edwards, dec Overton

and ors v Roberts act (s o liberty to restore)

Attorney-General and ors v Griffith act (consolidated) (not before Feb 1)

Munroe and anr v The North Staffordshire Railway Co act

Knowles v The Metropolitan Water Board act

Hadaway and anr v Fraisey act

Furst v The International Bank of London act (transferred from the King's Bench Division by order of the Lord Chancellor)

Burnell v Evans act

Dean v Bullivant & Co ld act

In re William Poulton's Patent, 18,651 of 1899 and In re The Patents, Designs and Trade Marks Acts, 1883 to 1888 ptm for revocation

J L Denman & Co ld v The Mayor, Aldermen and Councillors of the City of Westminster act

Cording & Co ld v Same act

The Natural Gas and Power Co (in liquidation) v Nussey and ors act

Fox-Pitt v Kitson act

Hester v Daniel & Hester act

Badiache Anilin and Soda Fabrik v Isler act

Dobson v The Mutual Reserve Life

Ince Co act

Before Mr Justice JOYCE.

Retained by Order.

Adjournded Summonses.

In re C J Brown, dec Oliver v Clark adjd sumns

In re Abinger, dec Tullibardine v Abinger adjd sumns

In re Baring, dec Baring v Goldie adjd sumns

In re Sir Thomas Lucas, Bart, dec Lucas v Lucas adjd sumns

Platz v Hills adjd sumns

In re Temple West, dec Temple West v Temple West two adjd sumns

Causes for Trial (with Witnesses).

Peat v Clayton act and m f j

Alp v Keen, Robinson, & Co act

In re Lake's Settlement Lake v de Michell act

Perpetual Investment Building Soc v Baker act

Combination Hubs v Seabrook act

Walter v Webb act and counter-claim

In re Turner, dec Wood v Turner act

Roberts v Fellows act

Hawkey & Gifford ld v Hawkey & Furst act

Mayor, &c, of York v Wood act

The Trustees of T Anderson, a

Bankrupt v Ashplant and Devereux act

Hadley v Freshwater act

Griffin v Search act

Chenery v Homfrey act

Barnard v Shores act

O Phillipsbourne ld v Phillipsbourne act

Farley v Williams act

In re J Guest, dec Horn v Guest

Shepherd v Braid, Pater, & Co act

In re Transval Estates and

Development Co v Morgan act

Thomas v Thomas act

Maser v National Telephone Co act

Goodman v Eastwood act

In re Andrew's Patent, No 1661 of

1901 and In re The Patent, De-

signs, and Trade Marks Acts,

1883 to 1902 ptm for revocation

Gray v Daniels act

Bellamy v Peters act

Phibbs v Jones act and counter-claim

Graham v Whitting act

Woods v Pickford *ld* *act*
 Fryer v Windus *act*
 Forrest v Hindewell Urban District Council *act*
 Adams v Mutual Reserve Life Insce *act*
 Van Laun v Scott *act*
 Mayor, &c, of Bournemouth v Poole and District Electric Traction Co *act* and counterclaim
 Theillusson v Viscount Valentia *act*
 Flatters v Flatters *act* and counterclaim
 Levy v Butcher *act*
 Day v Hoare & Co *ld* *act* and counterclaim
 Wingfield v C Eastwood & Co *act*
 Exchange and Hop Warehouses *ld* v National Telephone Co *act*
 Macdonald v Yorkshire Hotels Syndicate *act*
 Ellis v Greenslif *act*
 Davies v Phillips *act*
 Robins v Borland *act*
 J Drefries & Sons *ld* v The Electric and Ordnance Accessories Co *ld* *act*
 Green v Davey *act*
 Feilden v Feilden *act*
 Warden v Henshaw *act*
 Finsbury Permanent Investment Building Soc v Smith *act*
 The Cooper Patent Anchor Rail Joint Co *ld* v J G White & Co *ld* *act*
 The Northern Press and Engineering Co *ld* v R Hoe & Co *act*
 In re Alexander Baily, dec Baily v Butcher *act*

Before Mr. Justice SWINPEN EADY.
 Retained by Order.
 Causes for Trial (with Witnesses).
 Brickwell's Trustees v Edwards and Dance *act*
 Bostock v Wheeler *act*

Further Considerations.
 In re Harley, dec Canning v James *fur con*
 In re Broadwood, dec Broadwood v Lyall *fur con*
 In re Mills Branston v Mills *fur con*

Causes for Trial Without Witnesses and Adjournded Summons.
 Woodward v Jolly
 In re Hill, dec White v Abbey *adjd sumns*
 Causton v Farrow's Credit Bank *ld* *adjd sumns*
 In re Hall, dec Hall v Hall *adjd sumns*
 In re Hard, dec Whittle v Clarkson *adjd sumns*
 In re Kimmings, dec West v Hall *adjd sumns*
 In re Rattenberry, dec Ray v Grant *adjd sumns*
 In re Millard and Dust's Contract and The V and P Act, 1874 *adjd sumns*
 In re Chapman Finch v Chapman *m f*
 In re Rhoda Shaw, dec Shaw v Jones *adjd sumns*

Before Mr. Justice WARRINGTON.
 Retained by Order.
 Cause for Trial With Witnesses.
 Bush v Allen, Davies, & Co *act*

Adjournded Summons.
 In re Howard Nalder's Settlement, Howard Nalder, dec, and Francis Nalder, dec Nalder v Abraham (s o generally)

Motion, by Order.
 Sandons *ld* v Duveen

Petition.
 Graves v Heneage
 Further Considerations.
 Verrando v Corradi *fur con*
 Piggott and ors v Toogood *fur con*
 In re John Samuel Gibbon, dec Samuel and ors v Williams and ors *fur con*
 In re Moody, dec Skidmore v Colquhoun *fur con*
 Hatch v Ashby *fur con*
 Pedley and ors v Massey and ors *fur con*

Causes for Trial Without Witnesses, Adjournded Summons and Special Cases.
 The Bombay, Baroda and Central India Ry v The Secretary of State for India in Council *act* (s o to fix a day)
 In re George Hall, dec Paterson v Hall *adjd sumns*
 In re Mary Ann Palmer, dec Young v Palmer *adjd sumns*
 In re Buckley's Estate Spencer v Hall *adjd sumns*
 In re Wood, dec Christmas v Bruggemeyer *adjd sumns*
 In re The Farncombe Paper Co Combe v The Company *adjd sumns*
 In re Burrows' Estate Burrows v Burrows *adjd sumns*
 In re Smith's Settlement Williams v Burton *adjd sumns*
 In the Matter of W G Wilde and ors, Solrs, &c *adjd sumns*
 In re Mary Lloyd, dec In re George Borwick, dec Borwick v Borwick *adjd sumns*
 In re Joseph Pearce, dec In re Anthony Luke, dec In re Alice Tucker Luke, dec Pengelly v Bastow and ors *adjd sumns*
 In re Arthur Mansell Edwards, dec James v Edwards *adjd sumns*
 In the Matter of the Estate of M Lee, dec G L Wilson v M A Snow and ors *m f*

In re Talbot, dec Beamish v Le Bauld de Nans *adjd sumns*
 In re Cunlife's Estate Leigh v Cunlife *adjd sumns*
 Haskell Golf Ball Co v Hutchison *adjd sumns*
 In re William Richardson, dec Pattison v Hall *adjd sumns*
 In re Crozier's Estate Cooper v Thorneycroft *adjd sumns*
 In re Dean's Estate Carpenter v Dean *adjd sumns*
 In re Williamson Price v Williamson *adjd sumns*
 In re the Estate of Ann Goldfrap, dec Fleming v Goldfrap *adjd sumns*
 In re Gibon Samuel v Williams *adjd sumns*
 In re W Bailey's Estate Bailey v Bailey *adjd sumns*
 In re Carpenter's Estate Lalonde v Browning *adjd sumns*
 In re De Trafford's Estate Act, 1904 De Trafford v De Trafford *adjd sumns*
 In re Fellows, dec Fellows v L Fellows *adjd sumns*
 In re Williams Challoner v Williams *adjd sumns*
 In re The Estate of D Haines, dec Brooker v Haines *adjd sumns*
 In re Daniel, dec Daniel v Daniel *adjd sumns*
 Bake v French *adjd sumns*
 In re Henry Archer, dec Archer v Archer *adjd sumns*
 In re The Estate of H Hewling, dec Edwards v Wood *adjd sumns*
 In re The Estate of W Goodwin, dec Stone v Goodwin *adjd sumns*

In re John Payne, dec Collingwood v Blades *adjd sumns*
 In re John Ray, dec Abbott v Titchmarsh *adjd sumns*
 In re Dick's Estate Dick v Dick *adjd sumns*
 In re The Co's Acts, 1862 to 1867 and In re The North Western Ry of Monte Video Co *ld* *adjd sumns*
 In re Darvill's Estate Darvill v Smith *adjd sumns*
 Richardson v Richardson *adjd sumns*
 In re Spier, dec Spier v Emanuel *adjd sumns*
 In re Tasker, dec Newbery v Harrison *adjd sumns*
 In re Bankes' Trusts Bankes v Fyler Foyer v Bankes *adjd sumns*
 In re Blamey, dec In re The Trustee Act, 1893 Hall v Blamey *adjd sumns*
 C A Watts (married woman) v F E Catling *act* (without pleadings)
 In re Thomas Rudd, dec Maxwell v Maxwell *adjd sumns*
 In re David Longley, dec Longley v Longley *adjd sumns*
 In re W J Smith, dec, and In re The Trustee Act, 1893 *adjd sumns*
 In re Tayler, dec Tayler v Greig *adjd sumns*
 In re C A Robinson, dec Robinson v Worsnop *point of law*
 In re Stoddart, dec Braund and anr v Wonnacott *adjd sumns*

Companies (Winding-up) and Chancery Division.
 Companies (Winding-up).
 Petitions.
 St Neots Water Co (petn of C E Baker and anr—s o from Dec 12, 1905, to Jan 16, 1906)
 Electrical Ore Finding Co *ld* (petn of A Anderson—s o from Dec 12, 1905, to Jan 16, 1906)
 Robert Iles *ld* (petn of Lindsay, Neal & Co—s o from Dec 12, 1905, to Jan 16, 1906)
 Egyptian Nitrate and Phosphate Syndicate *ld* (petn of H J Monson —s o from Dec 19, 1905, to Jan 30, 1906)
 Geddes Manufacturing Co *ld* (petn of H B Rohss)
 Thomas Salt & Co *ld* (petn of C H Watson)
 Yenisei Copper Co *ld* (petn of J R Kendall)
 Williamson & Sons *ld* (petn of John Norman)
 Goy & Co *ld* (petn of company)

Court Summons.
 Commerce *ld*, Manchester District Registry *ld*, Manchester District Registry *ld*, (with Witnesses) (s o from July 18, 1905)
 Syria Ottoman Railway Co *ld* (to prove of debt of W Parker—part heard—retained by Mr Justice Buckley—s o from Dec 19, 1905, to Jan 11, 1906)
 British Power, Traction and Lighting Co *ld* Halifax Joint Stock Banking Co *ld* v British Power, Traction, and Lighting Co *ld* (for declaration as to indemnity—with witnesses—fixed for Jan 24, 1906)
 City of London Bond and Debenture Corp *ld* (to vary list of contributors—with witnesses)
 Mercantile Lighterage Co, *ld* (to review taxation)

Winding-up Notices.

London Gazette.—FRIDAY, Jan. 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BAILEYS SHIPSTON ON STOUR AND STRATFORD UPON AVON STEAM OMNIBUS Co, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Frank Parsons, Shipston on Stour, Hancock & Co, Shipston on Stour, solors for liquidator BRAINTON, LIMITED—Petn for winding up, presented Jan 9, directed to be heard Jack Steadman & Co, 4, Suffolk St, Pall Mall East, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 15 BROOKROYD MILL Co, LIMITED—Creditors are required, on or before Jan 16, to send their names and addresses, and the particulars of their debts and claims, to William Henry Shaw, Market pl, Dewsbury CAR TRUST INVESTMENT Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 17, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 11, Ironmonger Lane DALU KOLA TEA Co, LIMITED—Petn for winding up, presented Dec 22, directed to be heard Jan 16, Goode, Fenchurh bldgs, solor for petitioning company. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 16 GEDDES MANUFACTURING Co, LIMITED—Petn for winding up, presented Dec 18, directed to be heard Jan 16, French & Co, Wallbrook, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 16 KINVER EDGE VIVIT HOTEL, LIMITED—Creditors are required, on or before Jan 16, to send their names and addresses, and the particulars of their debts or claims, to Henry Gough, 267, Castle St, Dudley

MCMURRAY'S ROYAL PAPER MILLS, LIMITED—Petition for winding up, presented Jan 3, directed to be heard Jan 16. Bransbury, Ironmonger Lane, solicitor for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 15.

MOTOR TRACTION CO., LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to John Baker, Eldon & House, Eldon st.

NORTH GERMAN PITWOOD CO., LIMITED—Petition for winding up, presented Dec 23, directed to be heard Jan 16. Greening, Fenchurch Street, solicitor for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 15.

PREFECTA SEAMLESS STEEL TUBE CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to Roland Allen Felton, 131, Edmund Street, Birmingham. Cockayne, Birmingham, solicitor for liquidator.

ROSE CONCENTRATOR SYNDICATE, LIMITED—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to Augustus Septimus Birch, 29, Cornhill.

STEWARTS STOPPER CO., LIMITED—Creditors are required, on or before Jan 26, to send their names and addresses, and the particulars of their debts or claims, to George Herbert Bridge, 47, Lamb's Conduit Street, Holborn. Maskell & Nisbet, John Street, Bedford Row, solicitors for liquidator.

STEWARTS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to James Cherry, 18, New Street, Leicester.

THOMAS SALT & CO., LIMITED—Petition for winding up, presented Dec 18, directed to be heard on Jan 16. Parker & Co., Cornhill, solicitors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 15.

WILLIAMSON & SONS, LIMITED—Petition for winding up, presented Dec 19, directed to be heard on Jan 16. Nicholson, Lincoln's Inn Fields, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 15.

YENNER COOPER CO., LIMITED—Petition for winding up, presented Dec 19, directed to be heard on Jan 16. Webster & Webster, Lincoln's Inn Fields, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 15.

London Gazette.—TUESDAY, Jan. 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUXILIARY STORES, LIMITED—Creditors are required, on or before Feb 26, to send their names and addresses, and the particulars of their debts or claims, to Thomas Nevel, 1, Leadenhall Street.

BOLITIAN EXPLORATION SYNDICATE, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Cuthbert H Brewster.

HALTON CO., LIMITED—Creditors are required, on or before Feb 17, to send their names and addresses, and particulars of their debts or claims, to Minet & Co., St Helens, solicitors for liquidator.

MEMBERS PROPRIETARY CLUBS, LIMITED—Creditors are required, on or before Feb 13, to send their names and addresses, and the particulars of their debts or claims, to Maurice Jenks, 8, Old Jewry.

MORRIS & GRIFFIN, LIMITED—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to George Jones, Highfield, Somerset Road, Newport, Mon. Lyndon & Co., Newport, Mon, solicitors for liquidator.

PUEYO HIGH SUGAR FACTORY, LIMITED—Creditors are required, on or before March 6, to send their names and addresses, and the particulars of their debts or claims, to Frederick Samuel Lucy, 15, George Street, Mansion House. Crump & Son, Leadenhall Street, solicitors for liquidator.

RALPH ASHWORTH & CO., LIMITED—Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts or claims, to J H Thornton, 573, Halifax Road, Rochdale. Wrigley & Co., Oldham, solicitors for liquidator.

RILEY PEAT AND MOSS LITTER CO., LIMITED—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Cookson, 6, Castle Street, Liverpool. Alsop & Co., Liverpool, solicitors for liquidator.

RIVER PLATE AND BRAZIL ROLLER BEARING CO., LIMITED—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to Harry Voss, Thurgood, 11, Queen Victoria Street. Kirby & Co., The Sanctuary, Westminster, solicitors for liquidator.

SAILING SHIP "DURHAM" CO., LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to John Heron, 18, Tower Bridge, Water Street, Liverpool.

WEIGLEYS & SCHOFIELD, LIMITED—Creditors are required, on or before Jan 27, to send their names and addresses, and the particulars of their debts or claims, to Taylor, Oldham, solicitors for liquidators.

The Property Mart.

Jan. 12.—MESSRS. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To £2,998 8s. 11d. India 3 per cent. Stock; gentleman aged 59. Solicitors, Messrs. Collyer-Bristow, Hill, Curtis, Booth & Co., London.

To £3,000, only aged 68; also to certain Freehold Property, Furniture, &c. Solicitors, Messrs. Lamb, Son & Prance, London.

To One-eighthundredth of a Trust Fund, value £20,000; lady aged 49. Solicitor, Reginold A. Rodgers, Esq., Hove.

To One-fifth of a Trust Fund, value £12,800, gentleman aged 84; also to One-fifth of a Trust Fund, value £8,500, receivable on or before a gentleman aged 84. Solicitors, Messrs. Gibson, Usher & Co., London.

To One-sixth of a Trust Fund, value £8,000; lady aged 63. Solicitor, Ernest A. Fuller, Esq., London.

LIFE INTEREST IN £350 7s. 2d. per annum; gentleman aged 47. Solicitors, Messrs. Beyfus & Beyfus, London.

ANNUITY OF £250, a first charge on a larger sum, payable during the life of a lady aged 57. Solicitors, Messrs. Smiles & Co., London.

POLICIES for £22,000, £1,000, £1,000.

SHARES in Cavendish Mortgage Company; Freehold and Leasehold Investment Company; Prudential Mortgage Company.

(See advertisements, this week, back page.)

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 5.

EMM, GORDON, Wavertree, Liverpool, Merchant Feb 5 North and South Wales Bank, Ltd v. Davidson and Ross, Registrar, Liverpool. Wimshurst, Liverpool

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 5.

BESWICK, HANNAH, Mossley, Lancaster Feb 10 Clementson & Lund, Mossley. BUDMINGTON, JOHN THOMAS, Caeleon, Mon. March 1. Pain & Son, Newport. BOYER, WILLIAM, Harlesden, Middlesex, Contractor Feb 1 Collins & Cook, Edgware Road. BRAMWELL, CHADWICK, Blackburn Jan 31 Rennison, Blackburn. BROWN, FULLER, Soham, Cambridge, Grocer Jan 22 Bye & Ennion, Soham. BUTLER, GEORGE, Handsworth Feb 10 Price, Birmingham.

CHURCH, FREDERIC, Sutton Valence, Kent Feb 5 Sampson, Woolwich. CHURCH, JOHN, Lyngton, Hants Feb 5 Moore & Co., Lyngton. CLARKE, ROBERT HUNDETH, Hove, Sussex Jan 31 Martin & Martin, Reading. COMBE, HARVEY, Mount st Feb 19 Redcliffe & Co., Craven st. COMBS, ROBERT, Montreal, Canada, Manufacturer Feb 6 Simpson & Co., Moorgate st.

DUNMUR, EDWIN, Swindon, Wilts Jan 31 Hatt, Oxford. FLOWER, JOHN, Yardley, Worcester Feb 28 East & Smith, Birmingham. GREEN, THOMAS GOODWIN, Hillingdon Place, nr Uxbridge March 3 Clarke & Calkin, John st, Bedford Row.

GUNTER, SIR ROBERT, MP, Eaton sq Feb 10 Tomlin & Chitty, Old Burlington st. HAYWOOD, GEORGE HARRIS, Upper Thames st Feb 15 Corbould-Ellis & Mitchell, Clement's In.

HIND, CHARLOTTE, Heaton, Newcastle upon Tyne Feb 10 Dickinson & Co., Newcastle upon Tyne.

HOLMES, MARTHA, Freiston, Lincoln Jan 15 Waite & Co., Boston. HORRIB, JOHN, Appleton within Widnes, Lancs, Grocer Jan 31 Browne & Co., Warrington.

HUTCHINSON, JOHN RICHARD, Lillington, nr Leamington March 3 Taylor & Co., Manchester.

KOYETRA, LUCY CONSTANCE MARIA, Wandsworth Feb 14 Kimbers & Boatman, Lombard st.

LAWFORD, ROSALIE JULIA FRANCES, Bognor Feb 15 Foster & Co, Queen st pl. MCLENNAN, FRANCES, Blomfield rd, Maidstone Hill Feb 13 Willson & Norman, Regent st, St James's.

MALEY, PATRICK, Hockley, Birmingham, Builder Feb 28 East & Smith, Birmingham. MAXWELL, JAMES, Harlesden, Middlesex Feb 7 Grant & Co., Burleigh House, Strand.

MAYER, GEORGE, ASTON JUXTA, Birmingham Jan 30 Restall & Co., Birmingham. MOTT, CHARLES GREGY, Harrow Weald, Middlesex Feb 12 McMillan & Mott, Clements In.

PARE, JANE, Alcester, Warwick Feb 17 Slatter & Co., Stratford upon Avon.

RASHBROOK, GEORGE MYLES, Colchester Feb 1 Marshall, Colchester. RIVERS, FRANCIS, Pege, Kent, Coachbuilder Feb 1 Dommett & Son, Gresham st.

ROSS, CATHERINE ELIZABETH WILLIAMSON, Elgin av, Maid Vale Feb 5 Culross & Holt, Mincing In.

SMALLWOOD, CHARLES, Lichfield, Innkeeper Feb 28 Russell & Son, Lichfield.

SMITH, RICHARD, Newark upon Trent, Blacksmith Jan 31 Rawle & Co., Bedford Row.

SPRINGETT, JOHN RICHARD, Chatham, Harness Maker Feb 16 Hayward & Co., Rochester.

TAYLOR, JOHN ENGLAND, Sawbridgeworth, Hertford Feb 12 Acklands & Nockolds, Bishops Stortford, Herts.

WHEELOCK, ROBERT PHILLIPS, Goodmayes, Essex Feb 16 Newton & Co., Moorgate st.

WIELAND, MARY JANE LILIE, Lancaster gate Jan 31 Rawle & Co., Bedford Row.

WINTERBOTTOM, JAMES, Saddleworth, Yorks Jan 31 Bradbury, Ashton under Lyne.

WINTERBOTTOM, SARAH ANN, Saddleworth, Yorks Jan 31 Bradbury, Ashton under Lyne.

London Gazette.—TUESDAY, Jan. 9.

ANDREW, WILLIAM JOSEPH DEWES, Gt James st, Solicitor March 1 Andrew & Co., Gt James st.

BAZINE, ALFRED ARSENE, Southsea, Hants, Insurance Inspector Feb 19 Milner & Bickford, Moorgate st.

BELL, THOMAS, Mere Hall, Lincoln March 1 Burton & Co., Lincoln.

BORTON, RICHARD, Leeds Feb 20 Ford & Warren, Leeds.

BUTTERICK, GEORGE WILLIAM, Kingston upon Hull, Cowkeeper Feb 28 Hall, Hull.

CAMPBELL, NEVILLE NAPIER GUNNING, Warwick gdns, Kensington Feb 5 Barlow & Co., Fenchurch st.

CARE, GEORGE SHADWELL QUARTANO, Mexborough, Feb 9 Farmer & Carpenter, Philpot Lane.

COLE, HENRY ADAM, Raglan, Monmouth, Boot Maker Feb 10 Roberts, Newport, Mon.

CONKERTON, ELIZABETH, Kingston upon Hull March 15 Middlemiss & Pearce, Hull.

CUNLIFFE, HENRY, Ashton in Makerfield, Lancaster, Estate Agent Feb 17 Peace & Ellis, Wiggin.

DAVIES, ANN, NEWPORT Feb 1 Powell, Newport, Mon.

DAWKINS, AMY, Croydon, Surrey Feb 5 Lawrence & Co., New sq.

DE BRITO, MADAME ELLEN, Kemp Town, Brighton Feb 17 Barnard & Taylor, Lincoln's Inn fields.

DICKER, WILLIAM, Southampton st, Camberwell, Pawnbroker Feb 10 Freeman & Son, George st, Hoxton sq.

DUBBISH, GEORGE, Kingston on Thames Feb 5 Marsh & Co., Kingstone on Thames.

GARSLIE, WILLIAM HENRY, Sheffield Feb 9 Watson & Co., Sheffield.

GROVE, ELIZABETH, Tavistock sq Feb 8 Gard & Co., Graham's Bldg, Basinghall st.

HOLLYMATT, WILLIAM, Southborough, Kent Feb 9 Gower, Tunbridge Wells.

HOOD, ELIZABETH, Earlsborough Feb 8 Darley & Cumberland, John st, Bedford Row.

HOWARD, CHARLES, Queen's gdns Feb 10 Downing & Co., Leadenhall st.

IRRELAND, WILLIAM JONES, Sylne, nr Lancaster Feb 28 Wade & Co., Bradford.

KERRIDGE, ELIZABETH SARAH ANNE, Charminster, Dorset Feb 6 Andrews & Co., Weymouth.

LOCKWOOD, MARY, Huddersfield Jan 25 Sykes, Huddersfield.

MACONNACHIE, MARIA, Torquay Feb 14 Gilmfield, Torquay.

MERCER, HENRY, Finsbury sq Feb 12 Fisher & Fisher, Old Queen st.

MORTON, ROBERT SCOTT, Bathspone pl. Feb 15 Faithfull & Owes, Lombard st.

NOLAN, WALTER RAYMOND, Galway, Ireland Feb 14 Russell & Co., Norfolk st, Strand.

PARSON, FREDERICK, Holland Park av Feb 24 Hughes, Edgware rd.

RICHARDS, HENRY CHARLES, KC, MP, St Leonard's on Sea Feb 26 Miles & Hair, King st, Chichester.

RICHARDS, JOHN, Albion rd, Stoke Newington Feb 14 Dunkerton & Son, Bedford Row.

RICKELL, ANN, Hulme, Manchester Feb 9 Sale & Co., Manchester.

ROBERTSON, ELLA INNES, Winscombe, Somerset Feb 7 Wansbrough & Co., Bristol.

ROGERS, CHRISTOPHER, Cwmffrwddor, Mon., Contractor March 12 Bythway & Son, Pontypool.

ROXBURGH, FANNY, Berwick upon Tweed Jan 31 Sanderson & Weatherhead, Berwick upon Tweed.

ROTTY, GEORGE, Watford, Licensed Victualler Feb 14 Sedgwick & Co., Watford.

SELDOM, GEORGE, Clapton, Draper's Assistant Feb 9 Daniell & Glover, Gt Winchester st.

SPARKES, EILEEN, Brighton Feb 17 Capron & Sparkes, Guildford.

STENNING, OSWALD FRANCIS, Cannon st Feb 28 Stenning, Cannon st.

THOMPSON, ELLEN, Romford, Essex Feb 4 Robinson & Co., Charterhouse sq.

VERITY, JOHN, Lowdham st, Feb 8 Lowin & Co., Southampton st, Strand.

WESTON, WILLIAM, Redhill, Surrey Feb 8 Hudson & Co., Queen Victoria st.

WILKINS, WILLIAM HENRY, Queen st, Mayfair, Author Feb 14 Collyer-Bristow & Co., Bedford Row.

WILLIAMS, THOMAS, Gt Grimsby, Engineer Feb 13 Barker, Gt Grimsby.

WOOD, FRANCIS, Marsden, nr Huddersfield Jan 25 Sykes, Huddersfield.

Bankruptcy Notices.

London Gazette.—TUESDAY, JAN. 2.

ADJUDICATION ANNULLED.

SAMUEL, RICHARD, Llanelli, Carmarthen, Surgeon Carmarthen (by transfer from the High Court of Justice in Bankruptcy) Adjud March 6 Annual Dec 14

London Gazette.—FRIDAY, JAN. 5

RECEIVING ORDERS.

ALLEN, ANNIE, Smethwick, Stafford, School Teacher West Bromwich Pet Jan 3 Ord Jan 3

AUBREY, HENRY, Buer rd, Fulham, Table Glass Importer High Court Pet Jan 2 Ord Jan 2

BAIGENT, FRANK JAMES, Aberdare, Glam, Tailor Aberdare Pet Jan 3 Ord Jan 3

BAKER, ANTHONY THOMAS, Birmingham, Licensed Victualler Birmingham Pet Jan 3 Ord Jan 2

BENTLEY, ROBERT, Scarborough, Grocer Scarborough Pet Jan 3 Ord Jan 3

BISHOP, HENRY, Westerby rd, Millwall, Licensed Victualler High Court Pet Dec 14 Ord Jan 3

BOWERS, LAMIN, Longton, Staffs, Tobacconist Stoke upon Trent Pet Dec 29 Ord Jan 2

BROWN, HOWARD, Salisbury House, London wall High Court Pet Dec 6 Ord Jan 2

BUFFON, GRANTHAM, Ulceby, Lincs, Farmer Gt Grimbsy Pet Jan 1 Ord Jan 1

CHURCHILL, HENRY WILLIAM, Durrington, Wilts, Harness Maker Salisbury Pet Jan 2 Ord Jan 2

CLARKE, HENRY WALMSLEY, Nelson, Lancs, Toy Dealer Bury Pet Jan 3 Ord Jan 3

CLARKE, ROBERT, Featherstone st, City rd, Engineer High Court Pet Dec 9 Ord Jan 2

CLIFF, JOHN THOMAS, and WALTER CHARLES COOPER, Boston, Printers Boston Pet Dec 30 Ord Jan 3

COHEN, ISABELLA, Brondesbury rd, Kilburn High Court Pet Nov 11 Ord Dec 19

COOZE, WILLIAM WHITLEY, Newmarket, Cambs, Painter Cambridge Pet Jan 3 Ord Jan 3

CREWDSON, WILLIAM JAMES, Altrincham, Cabinet Maker Manchester Pet Dec 15 Ord Jan 3

DAVIS, BERT, Durrington, Wilts, Tailor Salisbury Pet Jan 1 Ord Jan 1

DAWSON, CHARLES HENRY, Leeds, Tailor's Cutter Leeds Pet Jan 2 Ord Jan 2

DAY, WILLIAM REUBEN, Leytonstone, Essex High Court Pet Dec 9 Ord Jan 2

DORLING, THOMAS, Kirkley, Suffolk, Greengrocer Gt Yarmouth Pet Jan 3 Ord Jan 3

GAYLARD, HENRY, Walsley, Surrey, Farmer Guildford Pet Dec 29 Ord Dec 29

GLASKIN, EDWIN EAGLING, Goldhawk rd, Shepherd's Bush, Civil Engineer High Court Pet Jan 3 Ord Jan 3

GRIFFITHS, GEORGE, Portsmouth, Hants, Fruiterer Portsmouth Pet Jan 2 Ord Jan 2

HARDMAN, WILLIAM HENRY, Blackburn, Decorators' Merchant Blackburn Pet Jan 3 Ord Jan 3

HARVEY, HENRY, Northwich, Cheshire, Butcher Northwich Pet Jan 3 Ord Jan 3

HOBSON, JOHS, Woodford Green, Essex Brights Pet Jan 3 Ord Nov 1

HOWES, GEORGE HERBERT NEVILLE, Newmarket, Cycle Manufacturer Cambridge Pet Jan 1 Ord Jan 1

HUTCHINSON, GEORGE, Bolton, Lancs, Boot Dealer Pet Dec 15 Ord Dec 30

HYAM, HENRY LEWIS, MONTAGUE HENRY HYAM, M. ALFRED BENJAMIN HYAM, High Holborn, London Pet Dec 12 Ord Jan 1

IDDON, FRANCIS WILLIAM, Barrow in Furness, Commercial Agent Barrow in Furness Pet Jan 2 Ord Jan 1

JACOBS, DAVID, Old st, Shorecliffe, Tailor High Court Pet Nov 30 Ord Jan 1

JONES, CHARLES HENRY, Kingston upon Hull, King's Lynn upon Hull Pet Jan 1 Ord Jan 1

JONES, HENRY JAMES, Waters Upton, Cheshire Pet Madeley Pet Jan 2 Ord Jan 2

JONES, WILLIAM PRENTREACH, Merthyr Tydfil, Collier Pet Dec 12 Ord Jan 2

KEARING, JOHN HARRY, Stockton on Tees, Boro Stockton on Tees Pet Dec 30 Ord Dec 30

LEVY, THOMAS ISAAC, Portsdown rd, Maida Vale, Pet Br. ker High Court Pet Jan 2 Ord Jan 2

MORGAN, HUBERT ARTHUR, Hirwain, Glam, Innkeeper Aberdare Pet Jan 1 Ord Jan 1

MOSS, HARRY, Horrose, York, Draper Kingston upon Hull Pet Jan 1 Ord Jan 1

POLLARD, WILLIAM, Burnley, Fruiterer Burnley Pet Jan 2 Ord Jan 2

PRENTICE, HENRY FRANK WARNER, Redcliffe mews, Sedgemoor, House Commission Agent High Court Pet Dec 27 Ord Jan 2

PYKE, MONTAGUE ALEXANDER, Yeoman house, Haywards Pet Court Pet Oct 24 Ord Jan 1

RADFORD, MARIE ELIZABETH, Swansea, General Dealer Swansea Pet Jan 1 Ord Jan 1

ROSE, THOMAS WILLIAM, Cardiff, Licensed Victualler Cardiff Pet Nov 27 Ord Dec 29

SWINELL, CHARLES, Newport, Mon, Plumber Newport, Mon Pet Jan 3 Ord Jan 3

THOMAS, JONATHAN, Harmondsworth, Middlesex, Gardener Windsor Pet Nov 10 Ord Dec 19

THOMPSON, THOMAS, Royal Exchange, Stockbridge High Court Pet Oct 4 Ord Dec 29

WAHLING, WILLIAM, Widnes, Lancs, Furniture Dealer Liverpool Pet Jan 3 Ord Jan 3

WHITE, ANTHONY TOWARD, Gateshead, General Merchant Newcastle on Tyne Pet Jan 3 Ord Jan 3

WHITING, JOHN, Ipswich, Fishmonger Ipswich Pet Dec 1 Ord Jan 1

FIRST MEETINGS.

AUERBACH, HENRY, Buer rd, Fulham, Table Glass Importer Jan 19 at 11 Bankruptcy bldgs, Carey st

BROOKER, JOHN, Tunbridge Wells, Fly Proprietor Jan 15 at 2.30 Mr C J Parris, 67, High st, Tunbridge Wells

BURCHILL, SAMUEL, Treherbert, Glam, Greengrocer Jan 15 at 3 135, High st, Merthyr Tydfil

CLARKE, ROBERT, Featherstone st, City rd, Engineer Jan 19 at 1 Bankruptcy bldgs, Carey st

CLARKSON, FREDERICK HENRY, jun, Ipswich, Plumber Jan 19 at 2.15 Off Rec 36, Princes st, Ipswich

COHEN, ISABELLA, Brondesbury rd, Kilburn Jan 15 at 1 Bankruptcy bldgs, Carey st

DAVIES, HENRY, Conway, Carnarvon, Market Gardener Jan 13 at 11.30 Cpt pt chmbs, Eastgate row, Chester

DAWSON, CHARLES HENRY, Leeds, Tailor's Cutter Jan 17 at 1 Off Rec 22, Park low, Leds

DAY, WILLIAM RICHARD, Leytonstone, Essex Jan 22 at 12 Bankruptcy bldgs, Carey st

DUNE, THOMAS, Tunbridge Wells, Carpenter Jan 15 at 3 Mr C J Parris, 67, High st, Tunbridge Wells

FRANCIS, FREDERICK JHN, Baxley, Kent, Builder Jan 22 at 11.30 115, High st, Rochester

FRIEDHEIM, ARTHUR, Amhurst rd, Hackney, General Turner Jan 16 at 1 Bankruptcy bldgs, Carey st

HALL, EDWIN FLEMINGHAM, West Gorton, Manchester, Assistant Schoolmaster Jan 13 at 11 Off Rec, Byrom st, Manchester

HAYDEN, J W, North Finchley, Middlesex, House Furnisher Jan 16 at 11.30 Bankruptcy bldgs, Carey st

HORTON, WILLIAM, Ilkeston, Derby, Potato Dealer Jan 13 at 11.30 Off Rec 47, Full st, Derby

HORTON, C W, & CO, Upper st, Irlington, Tobacconists Jan 15 at 2.30 Bankruptcy bldgs, Carey st

JACOBS, DAVID, Old st, Shorecliffe, Tailor Jan 16 at 12 Bankruptcy bldgs, Carey st

JONES, ALFRED, Cilcain, nr Mold, Flint, Licensed Victualler Jan 16 at 11.30 Crypt chmbs, Eastgate row, Chester

JONES, EVAN, Llansadul, Cardigan, Bt Dealer Jan 18 at 12.15 Off Rec 4, Queen st, Carmarthen

JONES, WILLIAM, Pentrebach, nr Merthyr Tydfil, Collier Jan 16 at 12 135, High st, Merthyr Tydfil

NICHOLS, THOMAS BRANTHWAITE, Margate, Butcher Jan 13 at 12 Off Rec 68, Castle st, Canterbury

PARTHIDE, ALFRED WILLIAM, East Ham, Essex, Boot Dealer Jan 17 at 11 Bankruptcy bldgs, Carey st

REDFARN, THOMAS BUTLER, Kingston upon Hull, Solicitor Jan 16 at 11 Off Rec, Trinity House ln, Hull

RICHARDS, ELLEN, Rhyd Jan 13 at 11.45 Crypt chmbs, Eastgate row, Chester

ROBINSON, EDWARD GALE, Alvaston, Derby, Artist Jan 13 at 11 Off Rec, 47, Full st, Derby

SANTER, CHARLES, Brookland, Kent, Baker Jan 16 at 3 County Court 24, ambridge rd, Ha-tng

SHOFT, A. THOMAS, Walsall, Grocer Jan 13 at 11.30 Off Rec, Wolverhampton

SUTTON, ALFRED, Kennington rd, Clapham, Optician Jan 16 at 11 Bankruptcy bldgs, Carey st

TAYLOR, LOUISA MOULE, Hounslow Farm, nr Moreton in Marsh, Glos, Farmer Jan 13 at 3.15 County Court bldgs, Cheltenham

WEAVER, ARTHUR CHARLES, Wells, Somerset, Innkeeper Jan 17 at 11.30 Off Rec, 26, Baldwin st, Bristol

WRIGHT, FREDERIC ERNEST, Furlong rd, Highbury, Butcher Feb 15 at 12 Bankruptcy bldgs, Carey st

WRIGHT, WILLIAM EDWARD, Lee on the Solent, Hants, Schoolmaster Jan 15 at 3 Off Rec, Cambridge

June, High Wycombe, Builder Aylesbury Pet Nov 30 Ord Jan 4

ADJUDICATION ANNULLED.

HARDMAN, WILLIAM HENRY, Blackburn, Decorators' Merchant Blackburn Pet Jan 3 Ord Jan 3

HARTLEY, HARRY, Northwich, Cheshire, Butcher Northwich Pet Jan 3 Ord Jan 3

HOBSON, JOHS, Woodford Green, Essex Brights Pet Jan 3 Ord Nov 1

HOWES, GEORGE HERBERT NEVILLE, Newmarket, Cycle Manufacturer Cambridge Pet Jan 1 Ord Jan 1

HUTCHINSON, GEORGE, Bolton, Lancs, Boot Dealer Pet Dec 18 Ord Dec 30

HYAM, HENRY LEWIS, MONTAGUE HENRY HYAM, M. ALFRED BENJAMIN HYAM, High Holborn, London Pet Dec 12 Ord Jan 1

IDDON, FRANCIS WILLIAM, Barrow in Furness, Commercial Agent Barrow in Furness Pet Jan 2 Ord Jan 1

JACOBS, DAVID, Old st, Shorecliffe, Tailor High Court Pet Nov 30 Ord Jan 1

JONES, CHARLES HENRY, Kingston upon Hull, Hull, Hull upon Hull Pet Jan 1 Ord Jan 1

JONES, HENRY JAMES, Waters Upton, Cheshire Pet Madeley Pet Jan 2 Ord Jan 2

JONES, WILLIAM PRENTREACH, Merthyr Tydfil, Collier Pet Dec 12 Ord Jan 2

KEATING, JOHN HARRY, Stockton on Tees, Boro Stockton on Tees Pet Dec 30 Ord Dec 30

LEVY, THOMAS ISAAC, Portsdown rd, Maida Vale, Pet Br. ker High Court Pet Jan 2 Ord Jan 2

MORGAN, HUBERT ARTHUR, Hirwain, Glam, Innkeeper Aberdare Pet Jan 1 Ord Jan 1

MOSS, HARRY, Horrose, Yorks, Draper Kingston upon Hull Pet Jan 1 Ord Jan 1

POLLARD, WILLIAM, Burnley, Lancs, Fruiterer Burnley Pet Jan 2 Ord Jan 2

PRENTICE, HENRY FRANK WARNER, Redcliffe mews, Sedgemoor, House Commission Agent High Court Pet Dec 27 Ord Jan 2

PYKE, MONTAGUE ALEXANDER, Yeoman house, Haywards Pet Court Pet Oct 24 Ord Jan 1

RADFORD, MARIE ELIZABETH, Swansea, General Dealer Swansea Pet Jan 1 Ord Jan 1

ROSE, THOMAS WILLIAM, Cardiff, Licensed Victualler Cardiff Pet Nov 27 Ord Dec 29

SWINELL, CHARLES, Newport, Mon, Plumber Newport, Mon Pet Jan 3 Ord Jan 3

THOMAS, JONATHAN, Harmondsworth, Middlesex, Gardener Windsor Pet Nov 10 Ord Dec 19

THOMPSON, THOMAS, Royal Exchange, Stockbridge High Court Pet Oct 4 Ord Dec 29

WAHLING, WILLIAM, Widnes, Lancs, Furniture Dealer Liverpool Pet Jan 3 Ord Jan 3

WHITE, ANTHONY TOWARD, Gateshead, General Merchant Newcastle on Tyne Pet Jan 3 Ord Jan 3

WHITING, JOHN, Ipswich, Fishmonger Ipswich Pet Dec 1 Ord Jan 1

WILLIAMS, THOMAS, Walsall, Grocer Walsall Pet Jan 2 Ord Jan 2

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ern, December 1st
Ord Jan 3
ire, Builder
Brighton 1st
Newmarket, Cam-
Pet Jan 1. Ord Jan 3
Boot Dealer 1st
HENRY HENRY, of
Albion, Tidworth
Furness, Commissi-
Jan 2 Ord Jan 1
Tailor High Court
upon Hull, Price
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Rockbrook 1st
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Somerset, Farm-
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Builder Pet
Merchant 1st
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Walall 1st
reet, Ashfield
urham, Grocer
ouse Manufac-
er York 1st
Remover 1st
el Victorian
ur Lamp-
ter Headed

KIRBY, ELIAS, Kirby, Lancs, Farmer Liverpool Pet Jan 5
Ord Jan 5
LUTES, WILLIAM HENRY, Roundhay, nr Leeds, Builder's
Manager Leeds Pet Jan 5 Ord Jan 5
POMFREY, LOUISA ANN, Leeds, Dressmaker Leeds Pet
Jan 5 Ord Jan 5
PRICE, WATKIN, Port Talbot, Glam, Colliery Haulier
Neath Pet Jan 4 Ord Jan 4
SHIPLEY, JOHN, Owsoton, Lincoln, Farmer Lincoln Pet
Jan 5 Ord Jan 5
SCROGGS, ARTHUR HENRY, Teignmouth, Builder Exeter
Pet Dec 18 Ord Jan 4
SMITH, WILLIAM MCGREGOR, Earl's Court sq, Merchant
High Court Pet Oct 20 Ord Jan 4
SPEARING, JOR, Crowskerne, Fishmonger Yeovil Pet Jan 4
Ord Jan 4
STONE, WILLIAM. Lower James st, Golden sq, Woollen
Merchant High Court Pet Dec 18 Ord Jan 4
STRADON, HERMAN, Forest st,av, Manufacturer High Court
Pet Nov 29 Ord Jan 4
TAYLOR, ERNEST GLADSTONE, Rochdale, Ladies' Outfitter
Rochdale Pet Jan 1 Ord Jan 4
WASHINGTON, GEO. EDMUND, Clitheroe, Lancs, Piano
Dealer Blackburn Pet Jan 5 Ord Jan 5
WAKE, HENRY JOHN, Dorchester, Licensed Victualler
Dorchester Pet Jan 6 Ord Jan 6
WORRELL, RICHARD HENRY, Charlton, Pianoforte Dealer
Greenwich Pet Jan 4 Ord Jan 4
WREN, GEORGE EDMUND, Gillingham, Kent, Builder
Rochester Pet Jan 5 Ord Jan 5
YELLALL, JOSEPH, Stockton on Tees, Innkeeper Stockton
on Tees Pet Jan 5 Ord Jan 5

Amended notice substituted for that published in the
London Gazette of Jan 5:

KNIGHTON, ALBERT, Penkhull, Stoke upon Trent, Cycle
Agent Stoke upon Trent Pet Dec 19 Ord Jan 2

FIRST MEETINGS.

BAGGETT, FRANK JAMES, Aberdare, Tailor Jan 18 at 12
188, High st, Merthyr Tydfil
BENTLEY, ROBERT, Scarborough, Grocer Jan 17 at 4 74,
Newborough, Scarborough
BISHOP, WESTFERRY rd, Millwall, Licensed Victualler
Jan 22 at 11 Bankruptcy bldgs, Carey st
BOWIE, HOWARD, Salisbury House, London wall Jan 22
at 11 Bankruptcy bldgs, Carey st
BUTTON, GRANTHAM, Northfield, Uiceby, Lincs, Farmer
Jan 17 at 11 Off Rec, St Mary's chmbs, Gt Grimsby
CHURCHILL, HENRY WILLIAM, Durrington, Wiltz, Builder
Jan 18 at 245 Off Rec, City chmbs, Catherine st,
Salisbury
COLLINS, RICHARD RONALD McDONALD, Stoke Newington
n, Tailor Jan 19 at 12 Off Rec, 14, Bedford road
DAVIS, BERT, Durrington, Wiltz, Tailor Jan 18 at 230
Off Rec, City chmbs, Catherine st, Salisbury
EDWARDS, GEORGE, Hartburn, nr Stockton on Tees Jan 17
at 8 Off Rec, 8, Albert rd, Middlesbrough
FEESE, WALTER JOHN, Dermeed, Hants, Builder Jan 18
at 9 Off Rec, Cambridge junc, High st, Portsmouth
FOX, LAUNCELOT ROBERT, Sheringham, Norfolk, House
Furnisher Jan 1/ at 8 Off Rec, 8, King st, Norwich
GATELAW, HENRY, Wixley, Surrey, Farmer Jan 18 at 12
13, York rd, Westminster Bridge
GRANGE, EDWIN EAGLING, Goldhawk rd, Shepherd's Bush,
Civil Engineer Jan 17 at 11 Bankruptcy bldgs,
Carey st
HABE, CHARLES, Bedford, Grocer Jan 18 at 10.30 Messrs
Habey & Morrison, Solicitors, Mill st, Bedford
HARROD, JOHN, Totton, Notts, Farmer Jan 17 at 11 Off
Rec, 47, Full st, Derby

HILLWORTH, THOMAS, Haxley, York, Farmer Jan 18 at
230 Off Rec, The Red House, Duncombe pl, York
JOHN, HENRY JAMES, Waters Upton, Salop, Farmer Jan
31 at 11.15 County Court Offices, Madeley
KELING, JOHN HARRY, Stockton on Tees, Boilerman Jan
17 at 3 Off Rec, 8, Albert rd, Middlesbrough
LAW, THOMAS BRANTOME, Fulwood, Preston, Builder Jan
11 at 11 Off Rec, 14, Chapel st, Preston
LESTER, ARTHUR RICHARD, Winchester, Schoolmaster
Jan 17 at 3.15 Off Rec, Midland Bank chmbs, High
st, Southampton
LAW, THOMAS ISAAC, Portishead rd, Maida Vale, Fruit
Broker Jan 17 at 12 Bankruptcy bldgs, Carey st
MCULLOCH, JAMES, Salford, Lancs, Engineer Jan 17 at 3
Off Rec, Byrom st, Manchester
MORRIS, DANIEL, Arbury grove, Holloway, Stone Mason
Jan 17 at 12 Off Rec, 14, Bedford road, London
MORSE, HERBERT ARTHUR, Hirwain, Brecknock, Inn-
keeper Jan 17 at 12 135, High st, Merthyr Tydfil
MOS, HARRY, Hounds, York, Draper Jan 17 at 11 Off
Rec, Trinity House in, Hull
POPE, LOUISA ANN, Leeds, Dressmaker Jan 17 at 11.30
Off Rec, 22 Park row, Leeds
RAMPON, MARIE ELIZABETH, Swansea, General Draper
Jan 17 at 12 Off Rec, 31, Alexandra rd, Swansea
REVELL, FREDERICK JOHN, Dartmouth rd, Forest Hill,
Grocer Jan 17 at 11.30 182, York rd, Westminster
RENTON, ELIZABETH, Rhosym-dre, nr Ruabon, Cabinet
Maker Jan 19 at 2.30 Crypt chmbs, Eastgate row,
Chester
READE, FREDERICK ASHBOURNE, and MARTIN WHITE,
Walall, Grocer Jan 22 at 11.30 Off Rec, Bawdon-
hampton
ROBINS, ARTHUR HENRY, Teignmouth, Builder Feb 1 at
10.30 Off R. 9, Bedford circus, Exeter
SIMPSON, WILLIAM MCGREGOR, Earl's Court sq, Kensington,
Merchant Jan 18 at 12 Bankruptcy bldgs, Carey st
SIMPSON, WILLIAM, Lower James st, Golden sq, Woollen
Merchant Jan 18 at 11 Bankruptcy bldgs, Carey st
TODD, LEWIS BUCKRETHORPE, Winsor, Bootmaker Jan
18 at 2.30 Off Rec, Midland Bank chmbs, High st,
Southampton

ADJUDICATIONS.

BURTT, WILLIAM GEORGE, Marston Magna, Somerset,
Bake Yeovil Pet Jan 6 Ord Jan 6
BROWN, THOMAS, Gateshead, Grocer Newcastle on Tyne
Pet Jan 5 Ord Jan 5

MERRYWEATHER

On FIRE PROTECTION and WATER SUPPLY To COUNTRY MANSIONS, ESTATES, &c.

The "VALIANT" is adapted for every kind of
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Weight 6*g* cwt. Simple in Construction.

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Sir Edward Malet (Monaco). Hon. D. Waring.
Sidney Harrison, Esq., J.P. Sir Phillip Egerton.
Wilberforce Bryant, Esq. Miss A. de Rothschild.
A. MacKenzie, Esq., &c., &c.

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MERRYWEATHER'S "VALIANT" STEAM
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MERRYWEATHER & SONS, 63, LONG ACRE, W.C., LONDON,
FIRE ENGINE MAKERS TO H.M. THE KING.

TO SOLICITORS.

THE NATIONAL SAFE DEPOSIT CO., LIMITED,

1, QUEEN VICTORIA STREET, E.C.

ESTABLISHED 1872.

Subscribed Capital - - - - - £198,000.

Is limited by its Memorandum of Association—

(1) To the letting of Safes and Vaults. (2) To performing the office of Trustee or Executor.

All Legal Work connected with Trusts or Executrixes will be placed with the Solicitors introducing the same.

Moderate Charges. **Absolute Security.**

NO FINANCIAL or SPECULATIVE BUSINESS undertaken.

For further particulars apply to—

A. E. ORAM, Director-Manager.

BONHAGUE, ALFRED WILLIAM, Gravesend, Kent, Jeweller
Rochester Pet Jan 5 Ord Jan 5
BOUNDS, GEORGE MORES, Ludlow, Salop Leominster Pet
Jan 4 Ord Jan 4
BOWERS, DANIEL, Longton, Stafford, Tobacconist Stoke
upon Trent Pet Dec 29 Ord Jan 6
BRAMHAN, THOMAS SHEPHERD, Leeds, Builder Leeds Pet
Dec 12 Ord Jan 2
CLAIT, JOHN NEWTON, Stoke Trister, Somerset, Farmer
Yeovil Pet Jan 5 Ord Jan 5
DAVIES, THOMAS, Conwil, Carmarthen, Farmer Carmarthen
Pet Jan 6 Ord Jan 6
DAVIS, FRANCIS WILLIAM, Foleystone, General Carrier
Canterbury Pet Dec 11 Ord Jan 5
DAY, WILLIAM BEUBER, Leytonstone, Essex High Court
Pet Dec 9 Ord Jan 6
DRAKE, THOMAS, Briton Ferry, Glam, Greengrocer Neath
Pet Jan 4 Ord Jan 4
DUNNIE, ROBERT, Burton on Trent Burton on Trent Pet
Jan 6 Ord Jan 5
EATON, WILLIAM, Tuebrook, Liverpool, Contractor Liver-
pool Pet Nov 14 Ord Jan 4
FEDDEN, WALTER JOHN, Dunsden, Hants, Builder Ports-
mouth Pet Jan 5 Ord Jan 5
GOUGH, RICHARD, Lichfield, Staffs, Coach Builder Walsall
Pet Jan 2 Ord Jan 2
GREGG, SAMUEL JAMES, Formby, Lancs, Builder Liverpool
Pet Jan 6 Ord Jan 6
HARE, CHARLES, Bedford, Grocer Bedford Pet Dec 14
Ord Jan 6
HERRICK, JOHN, Toton, Notts, Farmer Derby Pet Dec 12
Ord Jan 3
HESSLAN, GEORGE, Nottingham, Night Watchman Notting-
ham Pet Jan 4 Ord Jan 4
HICKIN, HARRY, Walsall, Beerhouse Keeper Walsall Pet
Jan 2 Ord Jan 2
HILL, JOHN WYATT, Bridgwater, Somersett, Architect
Bridgwater Pet Jan 6 Ord Jan 6
HINDLE, ALEXANDER, Bishop Auckland, Durham, Grocer
Durham Pet Jan 4 Ord Jan 4
HINDS, ARTHUR, West Bridgford, Notts, Blou-e Manufac-
turer Nottingham Pet Dec 22 Ord Jan 4
HODGETTS, WILLIAM, Redditch, Worcester, Grocer Bir-
mingham Pet Jan 5 Ord Jan 5

HORTON, EMILY CATHERINE, Upper st, Islington, Tobac-
conist High Court Pet Dec 14 Ord Jan 4
ILLINGWORTH, THOMAS, Haxley, York, Farmer York Pet
Jan 4 Ord Jan 4
INGATE, JAMES, Gt Grimsby, Furniture Remover Gt
Grimsby Pet Jan 4 Ord Jan 4
JINKS, THOMAS, Wordsley, Staffs, Licensed Victualler
Stourbridge Pet Jan 4 Ord Jan 4
JONES, ALFRED, Cilcain, nr Mold, Flint, Licensed Victualler
Chester Pet Dec 18 Ord Jan 4
JOYCE, HORACE WILLIAM, Hereford, Hop Factor Hereford
Pet Jan 4 Ord Jan 4
KIRBY, ELIAS, Kirkby, Lancaster, Farmer Liverpool Pet
Jan 5 Ord Jan 5
KNIGHTON, ALBERT, Penkhull, Stoke upon Trent, Cycle
Agent Stoke upon Trent Pet Dec 19 Ord Jan 2

LISTER, HERBERT, Roundhay, nr Leeds, Builder's
Manager Leeds Pet Jan 5 Ord Jan 5

NEUMANN, JOSEPH, Dorset sq, Clerk High Court Pet Nov
3 Ord Jan 6

NEWMAN, WOOLF, Camden rd High Court Pet Nov 2
Ord Jan 6

PODMORE, LOUISA ANN, Leeds, Dressmaker Leeds Pet
Jan 5 Ord Jan 5

PRICE, WATKIN, P. T. Talbot, Colliery Haulier Neath Pet
Jan 4 Ord Jan 4

REDFEARS, THOMAS BUTLER, Kingston upon Hull, Solicitor
Kingston upon Hull Pet Dec 12 Ord Jan 5

SHIPLEY, JOHN, Owsoton, Lincoln, Farmer Lincoln Pet
Jan 5 Ord Jan 5

SMITH, GEORGE, Wilford, Notts, Farmer Nottingham Pet
Dec 15 Ord Jan 5

SPEARING, JOR, Crowskerne, Fishmonger Yeovil Pet Jan 4
Ord Jan 4

TARRANT, ROBERT BAILEY, Southampton, Grocer Southamp-
ton Pet Nov 17 Ord Jan 4

TRIPP, JAMES, Newcastle on Tyne, Herring Curer New-
castle on Tyne Pet Dec 14 Ord Jan 3

TYLER, HERBERT, Leicestershire, Boot Manufacturer Leicesters-
ter Pet Nov 30 Ord Jan 5

WADDINGTON, GEORGE EDMUND, Clitheroe, Lancs,
Piano Dealer Blackburn Pet Jan 5 Ord Jan 5

WAKE, HENRY JOHN, Dorchester, Licensed Victualler
Dorchester Pet Jan 6 Ord Jan 6

WEAVER, ARTHUR CHARLES, Wells, Somerset, Innkeeper
Wells. Pet Dec 13. Ord Jan 5.
WORMLEY, RICHARD HENRY, Charlton, Kent, Pianoforte
Dealer. Greenwich Pet Jan 4. Ord Jan 4.
WREN, GEORGE EDMUND, Gillingham, Kent, Builder
Rochester Pet Jan 5. Ord Jan 5.
WRIGHT, FREDERIC ERNST, Furlong rd, Highbury, Butcher
High Court Pet Dec 30. Ord Jan 3.
YOKALL, JOSEPH, Stockton on Tees, Innkeeper Stockton on
Tees Pet Jan 5. Ord Jan 5.

Amended notice subsi'ded for that published in the
London Gazette of Oct. 27:

COPE, FREDERICK JOHN CHEVETON, Wolverhampton,
Accountant Wolverhampton Pet Oct 7. Ord Oct 23

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